

**Commissioners Court May 24, 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 **24<sup>th</sup> day of May 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS & PROCLAMATIONS**

1	6-7	Adopt a Proclamation declaring the week of May 22-28, 2022 as Search and Rescue Week in Hays County. <b>SHELL</b>
2	8	Presentation by the Military Order of the Purple Heart Chapter 1919. Possible action may follow, including acceptance of Hays County's designation as a Purple Heart County and instructions to staff. <b>SMITH</b>
3	9	Presentation by representatives of Cox Commercial Construction, LLC regarding work zone and construction area awareness and safety. <b>SHELL/BORCHERDING</b>
4	10	Presentation by Lee McCormick regarding the Lone Star PACE 2021 annual report. <b>SHELL</b>

**CONSENT ITEMS**

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

5	11	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
6	12	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
7	13	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
8	14-23	Approve Commissioners Court Minutes of March 29, 2022. <b>BECERRA/CARDENAS</b>
9	24	Approve the payment of the May 31, 2022 payroll disbursements in an amount not to exceed \$4,100,000.00 effective May 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
10	25-27	Authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Division, for the Hays County HazMat Team Capabilities in the amount of \$73,327.10. <b>BECERRA/T.CRUMLEY/MIKE JONES</b>
11	28	Ratify the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
12	29	Authorize the Sheriff's Office to add a \$45.00 monthly telephone allowance for the Sergeant slot 0475-006 effective June 1, 2022. <b>INGALSBE/CUTLER</b>
13	30	Approve out of state travel for Sergeant Matt Wasko and Corporal Steve Lucio to attend the National Tactical Officers Association Conference on September 25-30, 2022 in Milwaukee, Wisconsin. <b>INGALSBE/CUTLER</b>
14	31	Approve out of state travel for Criminalist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on September 12-23, 2022. <b>INGALSBE/CUTLER</b>
15	32	Authorize the Sheriff's Jail Division to utilize existing funds for electrical repairs totaling \$8,395.00 related to the domestic waterline project and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
16	33	Authorize the Transportation Department to add a \$45.00 monthly telephone allowance for the Road Maintenance Lead, slot number 1055-004 effective May 24, 2022 and amend the budget accordingly. <b>SHELL/BORCHERDING</b>

17	34-35	Authorize Building Maintenance to replace the existing 2-Ton AC system located at the Kyle WIC Office with a new 2-Ton American Standard heat pump system in the amount of \$9,213.38 and amend the budget accordingly. <b>JONES/CRUMLEY</b>
18	36-37	Authorize Building Maintenance to replace the existing 2.5-Ton Carrier AC system (unit #2) located at the Precinct 5 Office with a new 2.5-Ton American Standard heat pump system in the amount of \$9,631.81 and amend the budget accordingly. <b>SMITH/T.CRUMLEY</b>
19	38-39	Authorize Building Maintenance to replace the existing 5-Ton Carrier AC system (unit #3) located at the Precinct 5 Office with a new 5-Ton American Standard heat pump system in the amount of \$12,926.84 and amend the budget accordingly. <b>SMITH/T.CRUMLEY</b>
20	40-56	Authorize the County Judge to execute an application by the Hays County Sheriff's Office for participation in the Texas 1033 Surplus Property Program. <b>SHELL/R. STRAIN</b>
21	57-71	Approve Utility Permits. <b>JONES/BORCHERDING</b>
22	72-82	Establish an operating budget and computer equipment purchases for the newly created Budget Office and amend the budget accordingly. <b>SHELL/DORSETT</b>
23	83-91	Authorize the Information Technology Department to purchase network equipment for the new Elections/IT Building located at 120 Stagecoach Trail, San Marcos in Precinct 3. <b>SHELL/MCGILL</b>
24	92	Accept a \$5,000.00 contribution on behalf of the Hays County Child Protective Board from the Capital Area Housing Finance Corporation and amend the budget accordingly. <b>JONES</b>
25	93	Accept a grant & contribution totaling \$3,500.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. <b>INGALSBE</b>
26	94-101	Approve renewal of IFB 2020-B06 Roadway Striping with DIJ Construction, Inc. <b>BECERRA/BORCHERDING</b>
27	102-191	Authorize the County Judge to execute the Seventh Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development, extending such Development Agreement regulations to an additional approximately 1,295 acres. <b>SHELL</b>
28	192-231	Authorize the submission of a grant application to the Texas Division of Emergency Management (TDEM) for the Hazard Mitigation Grant Program (HMGP) in the amount of \$153,600.00. <b>BECERRA/T.CRUMLEY/MIKE JONES</b>
29	232-233	Authorize the County Judge to support the San Marcos Chess Club utilizing \$250.00 of the County Judge's available Community Program funds. <b>BECERRA</b>
30	234-241	Ratify the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the FY21 funding under the State Criminal Alien Assistance Program (SCAAP). <b>BECERRA/T.CRUMLEY</b>
31	242-243	Approve extension of the Public Improvement District (PID) Bond Underwriting Services Pool related to RFQ 2019-P04 Bond Underwriting Services for a year, June 1, 2022, through May 31, 2023. <b>BECERRA/VILLARREAL-ALONZO</b>
32	244-246	Authorize the County Judge to execute a Contract Amendment with Texas Materials Group, Inc. related to Road Building Materials - Hot Mix pursuant to IFB 2019-B03. <b>BECERRA/BORCHERDING</b>

## ACTION ITEMS

## ROADS

33	247-256	Discussion and possible action to accept the Performance Bond No. 800054920 in the amount of \$1,064,632.25 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 8. <b>INGALSBE/BORCHERDING</b>
34	257-258	Discussion and possible action to call for a public hearing on June 7, 2022 to establish a 3-way stop location on Goforth Rd at the intersection with Foster Place, per a recent traffic study. <b>INGALSBE/BORCHERDING</b>
35	259-260	Discussion and possible action to accept the revegetation Letter of Credit extension for El Dorado subdivision until October 12, 2022: LOC #SBPTX303415 in the amount of \$15,938.03. <b>INGALSBE/BORCHERDING</b>
36	261	Discussion and possible action to consider the release of the 2-year maintenance bond #107226363 in the amount of \$633,171.00, and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 2. <b>SHELL/BORCHERDING</b>
37	262	Discussion and possible action to consider the release of the 2-year maintenance bond #70187170 in the amount of \$163,290.16, and the acceptance of roads into the county road maintenance system for the Headwaters at Barton Creek subdivision, Phase 2 and Phase 4, Section 1. <b>SMITH/BORCHERDING</b>

38	263-267	Discussion and possible action to call for a public hearing on June 7, 2022 to reduce the current speed limit of 40 MPH on Elder Hill Road, per a recent traffic study, to: 1) 30 MPH from FM 150 to approximately 800 feet east of La Ventana Parkway, then 2) 35 MPH to approximately 500 feet west of Panther Creek Road, then 3) 30 MPH to RR 12. <b>SMITH/BORCHERDING</b>
39	268-274	Discussion and possible action to accept Letter of Credit No. SBP702766 for street and drainage improvements for Parten Ranch, Phase 4, Final Plat in the amount of \$1,042,313.95. <b>SMITH/BORCHERDING</b>
40	275-277	Discussion and possible action to authorize the County Judge to execute Amendment #1 to the Advance Funding Agreement (AFA) For Surface Transportation Block Grant Program (STBG) Project between Hays County and the Texas Department of Transportation (TxDOT) for the Center Street Rail Siding Project. <b>JONES/BORCHERDING</b>
41	278-282	Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) to initiate the process to remove a segment of existing FM 2770 from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance; add existing Robert S. Light Boulevard and future Robert S. Light Boulevard to the State Highway System for State future ownership of the right-of-way and maintenance and designate those segments as RM 967; and add a joint designation for RM 967 to a segment of FM 1626. <b>SMITH/BORCHERDING</b>
42	283-286	Discussion and possible action to authorize the County Judge to execute Change Order No. 10 in the amount of \$50,909.60 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB-2021-B06) project as part of the Hays County Road Bond Program in Precinct 3. <b>SHELL/BORCHERDING</b>
43	287-292	Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$1,465,590.88 for Hymeadow, Section 3, Phase 3 Subdivision (Subdivision Bond # SUR0074087). <b>INGALSBE/BORCHERDING</b>
44	293-302	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle related to illumination and a shared use path on Dacy Lane between Bebee Road and Amberwood Loop in Precinct 1. <b>INGALSBE/BORCHERDING</b>

#### SUBDIVISIONS

45	303-319	PLN-1833-NP; Cadence Country Ranch Subdivision. Discussion and possible action to consider a variance from section 721.5.05 (B) of the Hays County Development Regulations and approval of final plat. <b>SMITH/PACHECO</b>
46	320-342	Discussion and possible action to consider granting a variance from sections 721.4.01 and 721.5.05(B) of the Hays County Development Regulations for the Driftwood Ranch Subdivision, Phase Three. <b>SMITH/PACHECO</b>

#### MISCELLANEOUS

47	343-346	Discussion and possible action to authorize the Sheriff's Office to convert an existing Corrections Officer, slot 0605-167, to a Multimedia Specialist position (Grade 112) effective June 1, 2022. <b>INGALSBE/SHELL/CUTLER</b>
48	347-353	Discussion and possible action to execute a contract between Hays County and H203, LLC, dba Harvest Rain in the amount of \$32,790.00 related to a water storage tank located at Hays County property 125 Camino De Rancho in Precinct 3. <b>SHELL/BORCHERDING</b>
49	354	Discussion and possible action to authorize the Auditor's Office to hire the Accounting Manager, slot 0013-001 at the 50th percentile, effective 06/01/2022. <b>INGALSBE/VILLARREAL-ALONZO</b>
50	355	Discussion and possible action to award RFP 2022-P04 Public Defenders Office to one of the two respondents and authorize the evaluation committee and General Counsel to enter into discussions with the selected respondent for contract development which will be brought back to court for consideration. <b>SHELL/INGALSBE</b>
51	356-357	Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code, to discuss, consider, and take appropriate action on the proposed amended mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2022 pursuant to the County Health Care Provider Participation Program. <b>SHELL/T.CRUMLEY</b>
52	358-498	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P03 Hays County Mental Health Needs Assessment between Hays County and The Meadows Mental Health Policy Institute for Texas ("MMHPI"). <b>BECERRA/INGALSBE</b>
53	499	Discussion and possible action to award contract for RFP 2022-P09 Comprehensive Classification and Compensation Study to Management Advisory Group International, Inc.; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award. <b>BECERRA/MILLER</b>

54	500-510	Discussion and possible action to consider approval of a La Cima Public Improvement District Deposit Agreement for Proposed Bond Issuance for Neighborhood Improvement Area #3, a Deposit Agreement for the Proposed La Cima North Public Improvement District, and a Deposit Agreement for the Proposed La Cima South Public Improvement District and amend the budget accordingly. <b>SHELL</b>
55	511-551	Discussion and possible action to authorize the County Judge to execute an Interlocal Funding Agreement between Hays County and San Marcos Consolidated Independent School District (SMCISD) regarding the purchase of a Gerling Fast Vac Mobile Vaccine Facility to provide immunization/vaccine services to the public and amend the budget accordingly. <b>INGALSBE/T.CRUMLEY</b>

### 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.

56	552	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 Road in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
57	553	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 11.60 acres, and electric, water and telecommunication easement rights in 2.829 acres from property located at the NW corner of Darden Hill Road and Sawyer Ranch Road, owned by OC Ranch, Ltd., and which are required for the construction of the proposed Darden Hill Ranch @ Sawyer Ranch roadway improvements, and take other appropriate action (Parcels 1/1E). Possible discussion and/or action may follow in open court. <b>SMITH</b>
58	554	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.9262 acre, 0.4724 acre, and 0.2813 acre in fee simple from properties located at the NE corner of Darden Hill Road and Sawyer Ranch Road, owned by John Thomas DeAngelo and Sharon Louise Burba, and which are required for the construction of the proposed Darden Hill Ranch @ Sawyer Ranch roadway improvements, and take other appropriate action (Parcels 2A-C). Possible discussion and/or action may follow in open court. <b>SMITH</b>
59	555	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Treasurer's Office. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
60	556	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to road projects funded or potentially funded by Capital Area Metropolitan Planning Organization. Possible discussion and/or action may follow in open court. <b>SMITH/JONES</b>
61	557	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Recycling and Solid Waste Department. Possible discussion and/or action may follow in open court. <b>SHELL</b>
62	558	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 111 E. San Antonio Street, San Marcos in Pct.1. Possible discussion and/or action may follow in open court. <b>INGALSBE/BECERRA</b>
63	559	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. <b>BECERRA</b>
64	560	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Transportation Department. Possible discussion and/or action may follow in open court. <b>JONES</b>

### STANDING AGENDA ITEMS

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

65	Discussion and possible action related to the burn ban. <b>BECERRA</b>
66	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>



67	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. <b>INGALSBE/CUTLER</b>
68	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). <b>BECERRA</b>

## ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20<sup>th</sup> day of May, 2022

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Adopt a Proclamation declaring the week of May 22-28, 2022 as Search and Rescue Week in Hays County.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

May 24, 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

See attached Proclamation.



**PROCLAMATION DECLARING THE WEEK OF MAY 22-28, 2022 AS  
SEARCH AND RESCUE WEEK IN HAYS COUNTY**

**WHEREAS**, in 2021 there were 46,581 missing persons reports in Texas with 12,807 of them being adults and 33,774 being children; and

**WHEREAS**, communities across Hays County and the state of Texas are impacted by missing persons, lost loved ones, and deceased family members due to criminal activity, mental health problems, medical issues, or natural causes; and

**WHEREAS**, Search and Rescue resources bring closure and aid in the reunification of families; and

**WHEREAS**, Search and Rescue is not a single agency mission, but rather team effort between Law Enforcement, Fire, EMS, and Search and Rescue organizations that work together to find the missing and to provide closure; and

**WHEREAS**, Hays County witnessed its most large-scale search and rescue/recovery operation during the 2015 Memorial Day Flood event that impacted communities up and down the Blanco River and required a number of agencies including local Hays County assets, statewide assets, federal assets and volunteer Search and Rescue organizations to help find the missing.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim the week of May 22-28, 2022 as:

**SEARCH AND RESCUE WEEK**

And offers its thanks to all the first responder agencies and Search and Rescue agencies that support and work tirelessly on finding those who are lost and bringing closure to the families of the missing.

**ADOPTED THIS THE 24<sup>th</sup> DAY OF MAY 2022**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Mark Jones**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Lon A. Shell**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Presentation by the Military Order of the Purple Heart Chapter 1919. Possible action may follow, including acceptance of Hays County's designation as a Purple Heart County and instructions to staff.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

May 24, 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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Presentation by representatives of Cox Commercial Construction, LLC regarding work zone and construction area awareness and safety.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	May 24, 2022	\$0.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Texas Department of Transportation (TxDOT) and the Federal Highway Administration observed National Work Zone Awareness Week in April, urging drivers to slow down, pay attention, and be extra cautious when driving through work zones and construction areas. According to TxDOT, in 2021, more than 26,000 traffic crashes occurred in work zones in Texas. These crashes resulted in 244 deaths, a 33 percent increase in traffic fatalities over the previous year, with another 856 people seriously injured. The County has a number of construction projects underway, including RM 3237 at RM 150 Roundabout, Dacy Lane, Winters Mill Parkway at RM 12, and Fischer Store Road at RM 2325 as part of the County's Road Bond Program. These projects are in addition to those being constructed by TxDOT as part of the County's Road Bond and Partnership Programs, including RM 967 Safety, FM 2001 West, US 290 at Martin Road, FM 621, FM 110 North, and Robert S. Light Boulevard. Several more projects are moving toward construction in the near future. Many of these projects under construction have traffic switches, traffic shifts, lane closures, and detours. A presentation at Court would benefit the traveling public and construction workers at these project locations. The presentation will focus on general industry issues regarding work zone and construction area awareness and safety.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Presentation by Lee McCormick regarding the Lone Star PACE 2021 annual report.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Lee McCormick, Lone Star PACE

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Presentation to the Commissioners Court to summarize the Texas PACE 2021 annual report.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 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

May 24, 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

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Commissioners Court Minutes of March 29, 2022.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY



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March 29, 2022

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 29<sup>th</sup> DAY OF MARCH A.D., 2022, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

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

**THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:**

Pastor Darius Todd of Abundant Life Christian Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

**PUBLIC COMMENTS**

Rodrigo Amaya made a public comment calling for accountability and reasserted comments he made last week about shopping locally; he also said the Precinct 1 Constable's car is in violation; and he cautioned the Court to follow Court regulations. Dan Lyon made a public comment against County disbursements, specifically the approval of travel expenses for the Emergency Services team to stay in Manor's historical hotel; he also spoke on water expenses and protection of the Edwards Aquifer.

**37435 ADOPT A PROCLAMATION RECOGNIZING LIGHTS OUT HAYS COUNTY MONTHS TO THE HAYS COUNTY FRIENDS OF THE NIGHT SKY.**

Rodrigo Amaya made a public comment stating that the item represents incorrect priorities. Judge Becerra spoke in support of the item. Commissioner Smith spoke in support of the item. Cindy Luongo Cassidy, Board President of Hays County Friends of the Night Sky and a Hays County Master Naturalist, spoke in support of protecting local birds and asked the community to turn off all non-essential lights. **A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a Proclamation recognizing Lights Out Hays County Months to the Hays County Friends of the Night Sky. All present voted "Aye." MOTION PASSED.**

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

Rodrigo Amaya made a public comment that the County had lost \$2.5 million in funding due to ill-preparedness. He asked for accountability and terminations and said that the County should consider creating something like a coalition of attorneys to help with eviction cases as in Travis County. Tammy Crumley, Director of Countywide Operations, provided an update on dollars disbursed under the program, tickets handled, and communications. Judge Becerra asked that the program communication be published in English and Spanish. Becerra iterated that homeowners are left out of renters' assistance and asked that communications include referrals for homeowners. Commissioner Smith mentioned a Tax Office/State of Texas partnership where people behind on tax payments are referred to a program.

**37436 APPROVE PAYMENTS OF COUNTY INVOICES.**

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



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**37437 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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

**Clerk's Note Agenda Item #5 RE: APPROVE COMMISSIONERS COURT MINUTES OF MARCH 8, 2022 AND MARCH 22, 2022. – WAS PULLED.**

**37438 APPROVE THE PAYMENT OF THE MARCH 31, 2022 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,100,000.00 EFFECTIVE MARCH 31, 2022 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the payment of the March 31, 2022 payroll disbursements in an amount not to exceed \$4,100,000.00 effective March 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**37439 AUTHORIZE AN AMENDMENT FOR \$1000.00 TO THE TRANSPORTATION DEPARTMENTS OPERATING BUDGET FOR TRAVEL EXPENDITURES RELATED TO COUNTY BUSINESS.**

Rodrigo Amaya made a public comment on County debt, the Road Commissioner's salary, and called for a task force to document why certain job applicants are turned down. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize an amendment for \$1000.00 to the Transportation Departments operating budget for travel expenditures related to County business. All present voted "Aye." MOTION PASSED.

**37440 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL SERVICE AGREEMENT WITH SMITHS DETENTION, INC. IN THE AMOUNT OF \$8,938.00 FOR THE GENERAL MAINTENANCE, INSPECTION, AND REPAIRS OF THE INDUSTRIAL X-RAY SECURITY SCANNERS LOCATED AT THE HAYS COUNTY GOVERNMENT CENTER.**

Rodrigo Amaya made a public comment stating the County has excessive machinery and asked for more respect to the taxpayers. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a renewal Service Agreement with Smiths Detention, Inc. in the amount of \$8,938.00 for the general maintenance, inspection, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center. All present voted "Aye." MOTION PASSED.

**37441 APPROVE THE JOINT ELECTION AGREEMENTS FOR LOCAL POLITICAL SUBDIVISIONS THAT WILL RUN JOINTLY WITH THE CONSTITUTIONAL AMENDMENT ELECTION ON MAY 7, 2022.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the Joint Election Agreements for local political subdivisions that will run jointly with the Constitutional Amendment Election on May 7, 2022. All present voted "Aye." MOTION PASSED.

**37442 ADOPT A REVISION TO THE ELECTION FEE SCHEDULE FOR SECURITY AT CENTRAL COUNT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a revision to the Election Fee Schedule for Security at Central Count. All present voted "Aye." MOTION PASSED.

**37443 APPROVE AND CONFIRM THE APPOINTMENT OF DAVE AUSTIN DYKES AS A REGULAR FULL-TIME DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 2 OFFICE EFFECTIVE APRIL 1, 2022.**



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Rodrigo Amaya made a public comment concerning appointments. He stated that Deputy Constables are not on task. He also stated that the belts they wear do not show a use of force continuum. He asked for accountability. Commissioner Jones introduced Constable Torres who shared Dykes' work history and welcomed him to the County. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve and confirm the appointment of Dave Austin Dykes as a regular full-time Deputy Constable in the Hays County Constable Precinct 2 Office effective April 1, 2022. All present voted "Aye." MOTION PASSED.**

**37444      ACCEPT THE FISCAL YEAR 2021 HAYS COUNTY EMERGENCY SERVICES DISTRICT #4 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the Fiscal Year 2021 Hays County Emergency Services District #4 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

**37445      APPROVE UTILITY PERMITS.**

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

**37446      AUTHORIZE PAYMENT TO LONGHORN TRUCK RENTAL IN THE AMOUNT OF \$719.18 FOR TRUCK USE DURING ELECTIONS TO DELIVER EQUIPMENT IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

Rodrigo Amaya made a public comment asking why the County is choosing to use a leasing company rather than a County-owned truck. Commissioner Shell noted that the truck being considered in the item is a storage box truck used to transport elections equipment, rather than an open-bed truck. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize payment to Longhorn Truck Rental in the amount of \$719.18 for truck use during elections to deliver equipment in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.**

**37447      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR 1800 APARTMENTS, LOCATED IN SAN MARCOS, HAYS COUNTY, TEXAS.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for 1800 Apartments, located in San Marcos, Hays County, Texas. All present voted "Aye." MOTION PASSED.

**37448      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR LEGACY SENIOR RESIDENCES, LOCATED IN CALDWELL COUNTY, TEXAS.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Legacy Senior Residences, located in Caldwell County, Texas. All present voted "Aye." MOTION PASSED.

**37449      AUTHORIZE THE BUILDING MAINTENANCE DEPARTMENT TO UTILIZE INSURANCE PROCEEDS FOR REPAIRS TO SIGNAGE LOCATED AT THE ELECTIONS BUILDING AND AMEND THE BUDGET ACCORDINGLY.**

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



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- 37450      APPROVE OUT-OF-STATE TRAVEL USING SALARY SAVINGS TO SEND LT. JEFFREY SPENCER, SGT. RYAN HAYDEN, SGT. PETE CHANEY, CPL. DAVID MARSHALL, CPL. BRIAN WAHLERT AND DEPUTY MATTHEW HALES TO NATIONAL POLICE WEEK ON MAY 11-17, 2022, IN WASHINGTON, D.C., AND AMEND THE BUDGET ACCORDINGLY.**

Dan Lyon made a public comment noting that the Sheriff's Office has spoken of being short-handed in the past and is now sending six officers to travel. Lyon stated that the County cannot allow travel expenses and adequately staff the Sheriff's Office. Rodrigo Amaya made a public comment stating that over 300 employees work at the County jail; he asked how the County justifies reckless expenses. Commissioner Smith asked Chief Davenport to speak. Davenport spoke on Corrections Officer James Henry's line-of-duty death and said this type of travel to commemorate a fallen officer is a rare occurrence, only the second time in County history that he is aware of. Commissioner Smith said that excepting the years during COVID-19, he has attended Police Week every year at his own expense since high school and that he believes the event will provide closure to attendees. Commissioner Shell said that there will always be disagreements on County spending, but that he is certain the public would share an overwhelming support for this item. Judge Becerra agreed and asked if the attendees would proportionately represent the diversity of the Sheriff's Office. Davenport responded that officers were chosen to attend based on the Henry family's request. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve out-of-state travel using salary savings to send Lt. Jeffrey Spencer, Sgt. Ryan Hayden, Sgt. Pete Chaney, Cpl. David Marshall, Cpl. Brian Wahlert and Deputy Matthew Hales to National Police Week on May 11-17, 2022, in Washington, D.C., and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

- 37451      AUTHORIZE THE HAYS COUNTY JUDGE TO EXECUTE THE FIRST AMENDED AND RESTATED AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICE BETWEEN HAYS COUNTY, THE CITY OF SAN MARCOS, TEXAS STATE UNIVERSITY AND THE SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (CORE 4) WHICH WILL EXTEND THE TERM OF THE AGREEMENT UNTIL JANUARY 25, 2023.**

Commissioner Smith thanked the City of San Marcos, Texas State University and San Marcos School District for their continued work on the Core 4 objectives. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Judge to execute the First Amended and Restated Agreement to Provide Joint Funding for the Provision of Youth Service between Hays County, the City of San Marcos, Texas State University and the San Marcos Consolidated Independent School District (Core 4) which will extend the term of the agreement until January 25, 2023. All present voted "Aye." MOTION PASSED.**

- 37452      AUTHORIZE PAYMENT TO ECKMANN GROLL, INC. FOR APPRAISAL SERVICES ON THE CR 266 ROAD PROJECT IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

**A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Eckmann Groll, Inc. for appraisal services on the CR 266 Road Project in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.**

- 37453      APPROVE EXTENSION OF RFP 2016-P06 BANK DEPOSITORY WITH SAGE CAPITAL BANK, N.A. FOR A PERIOD NOT TO EXCEED 91 DAYS (JUNE 30, 2022).**

Commissioner Smith said he wants to see an open process for additional submissions, including another Request for Proposals to solicit additional vendors. Judge Becerra agreed. County Auditor Marisol Villareal-Alonzo said the Treasurer is working on an RFP to be brought to the Court for approval soon. Commissioner Shell thanked Sage Capital Bank, N.A. for servicing the County. Judge Becerra said he was appreciative of Sage. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2022). All present voted "Aye." MOTION PASSED.**

- 37454      APPROVE RENEWAL OF IFB 2019-B02 ROAD BUILDING MATERIALS - GENERAL ROAD CONSTRUCTION WITH BRAUNTEX MATERIALS, LLC., COLORADO MATERIALS, LTD., AND INDUSTRIAL ASPHALT, LLC.**



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve renewal of IFB 2019-B02 Road Building Materials - General Road Construction with Brauntex Materials, LLC., Colorado Materials, Ltd., and Industrial Asphalt, LLC. All present voted "Aye." MOTION PASSED.

**37455      AUTHORIZE THE FIRE MARSHAL TO ACCEPT LEOSE FUNDS DISTRIBUTED FROM THE STATE COMPTROLLER AND AMEND THE BUDGET ACCORDINGLY.**

Judge Becerra asked that an exact dollar amount be included in future items. The amount under consideration in this item was \$554.65. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Fire Marshal to accept LEOSE Funds distributed from the State Comptroller and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**37456      AUTHORIZE THE ACCEPTANCE OF \$4,389.50 OF SUPPLEMENTAL GRANT FUNDS FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE COORDINATOR.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of \$4,389.50 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator. All present voted "Aye." MOTION PASSED.

**37457      AUTHORIZE THE ACCEPTANCE OF \$5,328.34 OF SUPPLEMENTAL GRANT FUNDS FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE COORDINATOR FOR THE FAMILY JUSTICE CENTER.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of \$5,328.34 of supplemental grant funds from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator for the Family Justice Center. All present voted "Aye." MOTION PASSED.

**37458      AUTHORIZE THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES TO USE AMERICAN RESCUE PLAN FUNDS IN THE AMOUNT OF \$639.93 TO PURCHASE A 6-BAY RADIO CHARGER AND IN ADDITION USE \$5,362.50 TO UPGRADE 16 HANDHELD RADIOS TO HAVE VHF CAPABILITIES.**

Dan Lyon made public comment against the use of these funds for this item. Commissioner Smith stated the ARP funds are designated by Treasury on how they are spent. A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the Hays County Office of Emergency Services to use American Rescue Plan Funds in the amount of \$639.93 to purchase a 6-bay radio charger and in addition use \$5,362.50 to upgrade 16 handheld radios to have VHF capabilities. All present voted "Aye." MOTION PASSED.

**37459      DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON APRIL 12, 2022 TO ESTABLISH A 4-WAY STOP LOCATION ON MAIN STREET AT THE INTERSECTION WITH CAMPO DEL SOL PARKWAY NEAR SUNFIELD SUBDIVISION, PER A RECENT TRAFFIC STUDY.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on April 12, 2022 to establish a 4-way stop location on Main Street at the intersection with Campo Del Sol Parkway near Sunfield subdivision, per a recent traffic study. All present voted "Aye." MOTION PASSED.

**37460      DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF BGE INC. TO SERVE AS THE GENERAL ENGINEERING CONSULTANT (GEC) FOR THE STUDY OF A PROPOSED EXTENSION OF SH45 SOUTHWEST FROM FM 1626 TO IH35; AND TO AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.**





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Dan Lyon made a public comment stating that BGE is the proposed contractor and that they have contributed to Commissioner Smith's political campaign. Lyon said that ethically, Smith should not be able to vote on this item. Lyon asked for Commissioners to recuse themselves. Commissioner Jones provided background on the project. Commissioner Smith said the level of oversight proposed in this item is necessary for this project. Judge Becerra clarified he has not received any campaign contributions from BGE. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the selection of BGE Inc. to serve as the General Engineering Consultant (GEC) for the study of a proposed extension of SH45 Southwest from FM 1626 to IH35; and to authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

**37461 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE SITE IMPROVEMENT PERFORMANCE BOND NO. 800132287 IN THE AMOUNT OF \$660,477.10 FOR STREET EXCAVATION, DRAINAGE, AND EROSION CONTROL IMPROVEMENTS IN THE CALITERRA SUBDIVISION, PHASE 4, SECTION 12.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the Site Improvement Performance Bond No. 800132287 in the amount of \$660,477.10 for street excavation, drainage, and erosion control improvements in the Caliterra Subdivision, Phase 4, Section 12. All present voted "Aye." MOTION PASSED.

**37462 PLN-1887-NP; DISCUSSION AND POSSIBLE ACTION REGARDING THE FINAL PLAT FOR THE MARTINEZ PLACE SUBDIVISION (1 LOT).**

Marcus Pacheco, Director of Development Services, provided background for the item. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the final plat for the Martinez Place Subdivision (1 Lot). All present voted "Aye." MOTION PASSED.**

**37463 PLN-1759-NP ANTHEM PHASE 4 PRELIMINARY PLAN (110 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE PRELIMINARY PLAN.**

Marcus Pacheco, Director of Development Services, provided background for the item. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Anthem Phase 4 Preliminary Plan (110 Lots). All present voted "Aye." MOTION PASSED.**

**37464 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE FISCAL YEAR 2021 HAYS COUNTY ANNUAL COMPREHENSIVE FINANCIAL REPORT AS AUDITED BY ABIP, PC CERTIFIED PUBLIC ACCOUNTANTS.**

Jeremy Barbado, Audit Manager of ABIP, presented and said that the outcome of the report was the "highest opinion you can receive from an independent accounting firm." Judge Becerra asked how our County compared to others in terms of receiving grant dollars. Barbado responded that in comparison to the two other counties their firm has audited, Hays has the most grants activities. Judge Becerra asked Barbado to explain medical and dental expenses. Barbado shared that last year, the County had about \$10 million in claims, while this year it had \$16 million, making it important to have a reserve for anticipated claims. Judge Becerra reiterated that the County has 6 months' worth of reserves. County Auditor Marisol Villarreal-Alonzo said that their office will be presenting the financial statement to the Government Finance Officers Association for recognition. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Fiscal Year 2021 Hays County Annual Comprehensive Financial Report as audited by ABIP, PC Certified Public Accountants. All present voted "Aye." MOTION PASSED.**

**37465 DISCUSSION AND POSSIBLE ACTION TO REVIEW AND APPROVE A PRELIMINARY HAYS COUNTY BUDGET CALENDAR FOR FISCAL YEAR 2023.**

Vickie Dorsett, Assistant County Auditor, stated because of Hays County's population under the most recent census, they must now choose a budget process whereby the County Auditor is the Budget Officer, or the Court appoints a Budget Officer. She noted that in a previous budget process, the Court set aside funds to establish a Budget Office and Officer. The Officer will be responsible for preparing a balanced budget to present to the Court for further consideration and final adoption. She stated workshops and public hearings are scheduled in August and September and that an August 23<sup>rd</sup> meeting was previously cancelled. She recommended the Court reconsider that cancellation to meet timelines for some required Public Notices. Judge Becerra asked Human Resources to speak on an expected timeline for hiring the new Budget Office.





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Shari Miller, Human Resources Director, stated she has begun to review positions in other counties and will be ready to bring back recommendations to the court by April 12, 2022. The Court had a lengthy discussion regarding the structure and hiring process. Judge Becerra stated the item can come back to court on the 12<sup>th</sup> with more actionable options. Vickie Dorsett stated the budget calendar is drafted. Commissioner Smith pointed out a typo on the second bullet. **A motion was made by Judge Becerra, seconded by Commissioner Shell to reinstate the August 23<sup>rd</sup> Commissioners Court date and to approve a preliminary Hays County budget calendar for Fiscal Year 2023. All present voted "Aye." MOTION PASSED.**

**37466      DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE SHERIFF'S OFFICE TO HIRE A BUDGET COORDINATOR, SLOT 0027-001 AT THE 50TH PERCENTILE EFFECTIVE 4/1/22.**

Rodrigo Amaya made a public comment that the expense is not justified. Dan Lyon made a public that the expense is not justified, that the Sheriff's Office's budget is distorted and that expenses are causing suffering. Commissioner Ingalsbe said that last week's discussion addressed this item and that a planned compensation analysis workshop would as well. Commissioner Jones asked how many applications were received. Chief Davenport said that besides the applicant being presented to the Court, only one other person applied and later withdrew. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to hire a Budget Coordinator, slot 0027-001 at the 50th percentile effective 4/1/22. All present voted "Aye." MOTION PASSED.**

**37467      DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TRANSPORTATION DEPARTMENT TO HIRE A ROAD MAINTENANCE LEAD, SLOT 1055-007 AT THE 25TH PERCENTILE EFFECTIVE APRIL 4, 2022.**

Rodrigo Amaya made public comment against this item. Commissioner Ingalsbe stated the applicant has 10 years of experience and qualifications. Aaron Jones, Road Maintenance Superintendent, stated this applicant has various skill sets that would be an asset to the department. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Transportation Department to hire a Road Maintenance Lead, slot 1055-007 at the 25th percentile effective April 4, 2022. All present voted "Aye." MOTION PASSED.**

**37468      DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR RFQ 2022-Q01 ONION CREEK WATERSHED HYDRAULIC STUDY TO HALFF ASSOCIATES, INC.; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT TO BE BROUGHT BACK TO COURT FOR APPROVAL AND FINAL CONTRACT AWARD.**

Rodrigo Amaya made a public comment that General Counsel is not qualified to participate in this discussion. Dan Lyon made a public comment that Halff and Associates, Inc. are listed as a campaign contributor on Commissioner Smith's campaign financing report. Commissioner Smith asked the Auditor's Office to speak through the state-mandated Request for Proposals process. County Auditor Marisol Villarreal-Alonzo provided background for the RFP process related to this particular item, confirming that Halff Associates, Inc. had the highest rating after scores were averaged across five reviewers. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to award contract for RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study to Halff Associates, Inc.; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award. All present voted "Aye." MOTION PASSED.**

**37469      DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF BUDA FOR CONTRACTS PROCURED BY THE HAYS COUNTY PURCHASING DEPARTMENT.**

**A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Cooperative Agreement between Hays County and the City of Buda for contracts procured by the Hays County Purchasing Department. All present voted "Aye." MOTION PASSED.**

**37470      DISCUSSION AND POSSIBLE ACTION REGARDING THE PREVIOUSLY APPROVED INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE REGARDING THE CITY OF KYLE TAX INCREMENT REINVESTMENT ZONE NO.3 (TIRZ 3).**



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Mark Kennedy, General Counsel, stated the TIRZ is planned at 40 years, rather than the 25 earlier estimated. He explained how the PID and TIRZ are related which lengthens the process. Judge Becerra voiced support for the concept and made the assumption that the extension is to lessen the tax burden on the homeowner, which Mark Kennedy confirmed. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to execute the Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3) once finalized, to extend to a 40-year length. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Judge Becerra called for a recess that began at 10:51 a.m. and resumed back into open court at 11:02 a.m.

**REVIEW OF THE HAYS COUNTY COMPENSATION PRACTICES AND DISCUSSION RELATED TO THE APPROACH GOING FORWARD, INCLUDING IDENTIFICATION OF THE GOALS OF THE CURRENT SALARY STUDY BEING CONDUCTED BY THE HUMAN RESOURCES DEPARTMENT.**

Rodrigo Amaya made a public comment expressing concerns about County leadership related to staffing and that job openings are not being filled. Dan Lyon made a public comment on how he thought salaries should be structured, suggesting department heads' salaries be cut in half. Lyon said we need to judge County workers on what they produce and that the County is not making a profit. Shari Miller, Human Resources Director, spoke about a planned salary study and asked for specificity in what the Court wanted included in the study. Judge Becerra asked if the County can anonymously survey County employees on job satisfaction. She said it may work if there is guaranteed anonymity. Commissioner Jones said the survey could be done internally, not as a part of the study. Shari Miller shared that the County currently has an open range salary structure, not a graded step structure. Commissioner Ingalsbe asked what percentage of employees are at the 50<sup>th</sup> percentile for their salary range. Shari Miller said she will provide this number to the Court on April 12<sup>th</sup>. Shari Miller asked if the Court wants the study to address benefits and the Court agreed they would like a total compensation analysis. Commissioner Smith said a progression plan is needed for customer service positions so that when staff in higher positions leave, a knowledge base is not lost. Shari Miller asked if there was interest in studying staffing strategies and organizational structure and the Court agreed they would like this included. She asked if the Court would like recommendations on salary exceptions to help the County move towards a systematic process. Commissioner Jones asked that the compensation piece be the priority of the study, with other issues also included. Marisol Villareal-Alonso, County Auditor, spoke on internal inequity in her office. No action taken.

**Clerk's Note:** Executive Session began at 11:59 a.m. and resumed back into open court at 12:29 p.m.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PROJECT(S) RELATED TO THE ECONOMICALLY DISTRESSED AREAS PROGRAM, AS CONDUCTED BY THE TEXAS WATER DEVELOPMENT BOARD.**

No action taken.

**Clerk's Note Agenda Item #41 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN. – WAS PULLED.**

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 659, with a peak of 664 on March 25<sup>th</sup>, 2022. The estimated cost for outsourcing inmates this week was \$107,471. The average number of outsourced males is 209 and females is 22. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Grimes, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 30. No action taken.

**Clerk's Note Agenda Item #43 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.**



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**Clerk's Note Agenda Item #44 RE:** *DISCUSSION AND POSSIBLE ACTION REGARDING HAYS COUNTY'S USE OF FEDERAL OR OTHER GRANT FUNDING RELATED TO COVID-19 RESPONSE INCLUDING BUT NOT LIMITED TO THE AMERICAN RESCUE PLAN ACT (ARPA) AND THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP). – WAS PULLED.*

## ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:29 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on March 29, 2022.



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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 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 May end of month payroll disbursements not to exceed \$4,100,000.00.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Division, for the Hays County HazMat Team Capabilities in the amount of \$73,327.10 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 24, 2022	N/A

#### LINE ITEM NUMBER

001-656-99-160]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T.CRUMLEY/MIKE JONES	BECERRA	N/A

#### SUMMARY

Commissioners Court authorized the submittal of the grant application on January 26, 2021. The Council of Governments received a reallocation and per the COG's rule the funds go to the next project on the list that accepts the funding. The reallocation figure is \$73,327.10 and will award the entire amount to fund the project. The funds will be used to purchase radiation detectors and chemical identifier equipment, that are currently almost outdated, to be utilized when detecting and identifying hazardous agents

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

Grant Number: 4254401

##### Attachments:

Grant Statement of Award.

##### Budget Amendment:

Increase Intergovernmental Revenue (\$73,328)

Increase Continuing Education - \$3,700

Increase Misc Equipment Capital - \$69,628

**Statement of Grant Award (SOGA)**

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

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

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

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

<b>Grant Number:</b>	4254401	<b>Award Amount:</b>	\$73,327.10
<b>Date Awarded:</b>	4/28/2022	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	10/01/2021 - 09/30/2022	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	12/29/2022	<b>Grantee GPI:</b>	\$0.00
<b>Program Fund:</b>	HS-Homeland Security Grant Program (HSGP)	<b>Total Project Cost:</b>	\$73,327.10
<b>Grantee Name:</b>	Hays County		
<b>Project Title:</b>	HazMat Team Capabilities		
<b>Grant Manager:</b>	Dorothy Caston		
<b>Unique Entity Identifier (UEI):</b>	RH4DFY1GC2R3		

<b>CFDA:</b>	97.067 - Homeland Security Grant Program (HSGP)
<b>Federal Awarding Agency:</b>	U.S. Department of Homeland Security, Federal Emergency Management Agency
<b>Federal Award Date:</b>	9/4/2020
<b>Federal/State Award ID Number:</b>	EMW-2020-SS-00054
<b>Total Federal Award/State</b>	\$98,320,229.00

5/11/22, 12:58 PM

Office of the Governor

<b>Funds</b>	
<b>Appropriated:</b>	
<b>Pass Thru</b>	
<b>Entity Name:</b>	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
<b>Is the Award</b>	No
<b>R&amp;D:</b>	
<b>Federal/State</b>	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.
<b>Award</b>	
<b>Description:</b>	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	N/A

#### LINE ITEM NUMBER

001-618-99-899]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office received a donation of \$500.00 from the San Marcos Lion's Club and request for the donation to be used for the Victim Service Program.

##### Budget Amendment

Increase 001-618-99-899.4610 Contributions      \$500.00  
Increase 001-618-99-899.5201 General Supplies      \$500.00



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office to add a \$45.00 monthly telephone allowance for the Sergeant slot 0475-006 effective June 1, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$180.00

#### LINE ITEM NUMBER

001-618-00.5194 Telephone Allowance

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office is requesting to add a cell phone allowance to a Patrol Sergeant position. The Sergeant currently uses a personal device and data for county-related duties.

No amendment is needed; funding is available in the Sheriff's Office 001-618-00.5194 Telephone Allowance general ledger.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve out of state travel for Sergeant Matt Wasko and Corporal Steve Lucio to attend the National Tactical Officers Association Conference on September 25-30, 2022 in Milwaukee, Wisconsin.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$4,500.00

#### LINE ITEM NUMBER

001-618-00.5551

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Out of state travel is needed to send Sergeant Matt Wasko and Corporal Steve Lucio to attend the National Tactical Officers Association Conference on September 25-30, 2022, in Milwaukee, Wisconsin. Sergeant Wasko is the SWAT Commander, and Cpl. Lucio is a Squad Leader, for the Hays County SWAT Team. This conference will provide Sergeant Wasko and Cpl. Lucio with the opportunity to choose from over 100 seminars and incident debriefs taught by some of the best subject matter experts in the profession. These seminars will provide meaningful and high-quality training to help enhance tactics, leadership, and professionalism. Topics include leadership, team management, risk mitigation, current case law and emerging trends in tactics. Funding for registration and travel expenses including hotel, per diem, rental car and airfare fees will be paid for out of the Sheriff's Office Continuing Education Fund.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve out of state travel for Criminalist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on September 12-23, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$100.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

#### SUMMARY

Out of state travel is needed to send Crime Scene Specialist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on September 12-23, 2022. This course will offer CSS Jaramio with advanced laboratory and crime scene exercises to achieve a higher level of proficiency in documenting, processing, and preserving complex items of evidence, as well as the management and coordination of a complex crime scene. This training will be of no cost to the County. Funding for registration fees (includes lodging and per diem), and airfare fees will be paid for out of the Sheriff's Office Law Enforcement Officer Standards and Education Funds. The amount to be approved is for any reimbursement costs that may arise.

## 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 Jail Division to utilize existing funds for electrical repairs totaling \$8,395.00 related to the domestic waterline project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$8,395

#### LINE ITEM NUMBER

001-618-03.5741

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

In the FY 2022 budget, the Jail was approved funding to repair the domestic water line located at the facility. During contractor repairs, an original underground electrical line was damaged. The county is responsible for repairs due to the line not being labeled when it was installed 30 years ago. The vendor to complete repairs is CT Electric, which currently holds a contract with Hays County for electrical services. Funding is available in the Jail's Building Maintenance & Repair line item.

Budget Amendment  
Decrease 001-618-03.5451 Building Maintenance & Repair  
Increase 001-618-03.5741 Miscellaneous Capital Improvements

## 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 Transportation Department to add a \$45.00 monthly telephone allowance for the Road Maintenance Lead, slot number 1055-004 effective May 24, 2022 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$192

#### LINE ITEM NUMBER

020-710-00.5194

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

A phone stipend has been requested and approved via the Data Request/Justification Form. This position travels throughout the County on a routine basis and is expected to respond to calls for service after normal business hours and at remote locations to effectively perform core duties in the field. Funds are available within the operating budget for this expense.

##### Budget Amendment:

Decrease Telephone Expense - .5489

Increase Telephone Allowance - .5194

## 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 Building Maintenance to replace the existing 2-Ton AC system located at the Kyle WIC Office with a new 2-Ton American Standard heat pump system in the amount of \$9,213.38 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$9,214

#### 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	JONES	N/A

#### SUMMARY

The current HVAC system located at the Kyle WIC Office is failing and no longer able to be repaired. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the unit and will replace it with a new 2-Ton American Standard unit. Funding for this was approved in the current FY22 budget utilizing remaining savings within the Energy Efficiency Project Fund. No General Funds are required.

##### Attachment:

JM Engineering Proposal

##### Budget Amendment:

Decrease 007-761-94-5201 (\$9,214)

Increase 007-761-94.5719\_700 \$9,214



JM Engineering, LLC  
1314 Hillridge Drive  
Round Rock, Texas 78665

Date: April 1, 2022  
Quote No: 015021  
Quote Expiration: 30 days after above date

To: **Chris Deichmann**  
**Hays County - County Wide Operations**  
**Office: 512-393-7659**  
**Email: chris.deichmann@co.hays.tx.us**

Project: HVAC Maint & Repair Services  
Contract No: RFP 2020-P01  
Location: WIC Office

#### Scope of Services:

JM Engineering will investigate, troubleshoot and replace existing 2 ton, R-22 refrigerant AC system (Unit #3) with a new 2 ton, American Standard heat pump system running R-410a refrigerant at the WIC Office. Replacement includes replacing foam blocks and drain pan. After replacement, test the system for proper operation. Once work is completed, JM Engineering will clean up job site, dispose of any trash and complete service ticket.

All work will be completed during normal business hours. Quote includes material and labor costs up to the amount listed below. Quote does not include obtaining City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	44.0		\$	3,803.36
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	13.0		\$	877.37
<b>Subtotal</b>	57.0	0	\$	4,680.73
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
2 Ton American Standard Heat Pump with 7.68 KW Heat Kit, 2 Ton 14 SEER Condenser Unit, Foam Blocks, Drain Pan and Misc Supplies	1.20	EA	\$ 3,714.71	\$ 4,457.65
<b>Subtotal</b>				\$ 4,532.65
<b>GRAND TOTAL</b>			<b>\$</b>	<b>9,213.38</b>

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely,  
Chad Liesman  
**JM Engineering, LLC**  
Office: 512-874-9245  
Mobile: 512-966-3959  
chad.liesman@jm-engineer.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

Authorize Building Maintenance to replace the existing 2.5-Ton Carrier AC system (unit #2) located at the Precinct 5 Office with a new 2.5-Ton American Standard heat pump system in the amount of \$9,631.81 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$9,632

#### 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	SMITH	N/A

#### SUMMARY

The current HVAC system (unit #2) located at the Precinct 5 Office is failing and no longer able to be repaired. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the unit and will replace it with a new 2.5-Ton American Standard unit. Funding for this was approved in the current FY22 budget utilizing remaining savings within the Energy Efficiency Project Fund. No General Funds are required.

##### Attachment:

JM Engineering Proposal

##### Budget Amendment:

Decrease 007-761-94-5201 (\$9,632)

Increase 007-761-94.5719\_700 \$9,632





JM Engineering, LLC  
1314 Hillridge Drive  
Round Rock, Texas 78665

Date: April 1, 2022  
Quote No: 015221  
Quote Expiration: 30 days after above date

To: **Chris Deichmann**  
**Hays County - County Wide Operations**  
**Office: 512-393-7659**  
**Email: chris.deichmann@co.hays.tx.us**

Project: HVAC Maint & Repair Services  
Contract No: RFP 2020-P01  
Location: Precinct 5

#### Scope of Services:

JM Engineering will investigate, troubleshoot and replace existing Carrier AC system running on R-22 refrigerant with new 2.5 ton American Standard heat pump system (Unit #2) running R-410a refrigerant at Precinct 5. Replacement includes new 2.5 ton 14 SEER heat pump condenser unit, air handler with 9.6 KW heat kit, foam blocks and drain pan. After replacement, test the system for proper operation. Once work is completed, JM Engineering will clean up job site, dispose of any trash and complete service ticket.

All work will be completed during normal business hours. Quote includes material and labor costs up to the amount listed below. Quote does not include obtaining City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	44.0		\$	3,803.36
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	13.0		\$	877.37
<b>Subtotal</b>	57.0	0	\$	4,680.73
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
2.5 Ton 14 SEER American Standard Heat Pump with 9.6 KW Heat Kit, Foam Blocks, Drain Pan and Misc Supplies	1.20	EA	\$ 4,063.40	\$ 4,876.08
<b>Subtotal</b>				\$ 4,951.08
<b>GRAND TOTAL</b>			<b>\$</b>	<b>9,631.81</b>

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely,  
Chad Liesman  
**JM Engineering, LLC**  
Office: 512-874-9245  
Mobile: 512-966-3959  
chad.liesman@jm-engineer.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

Authorize Building Maintenance to replace the existing 5-Ton Carrier AC system (unit #3) located at the Precinct 5 Office with a new 5-Ton American Standard heat pump system in the amount of \$12,926.84 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$12,927

#### 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	SMITH	N/A

#### SUMMARY

The current HVAC system (unit #3) located at the Precinct 5 Office is failing and no longer able to be repaired. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending the replacement of the unit and will replace it with a new 5-Ton American Standard unit. Funding for this was approved in the current FY22 budget utilizing remaining savings within the Energy Efficiency Project Fund. No General Funds are required.

##### Attachment:

JM Engineering Proposal

##### Budget Amendment:

Decrease 007-761-94-5201 (\$12,927)

Increase 007-761-94.5719\_700 \$12,927



JM Engineering, LLC  
1314 Hillridge Drive  
Round Rock, Texas 78665

Date: April 1, 2022  
Quote No: 015321  
Quote Expiration: 30 days after above date

To: **Chris Deichmann**  
**Hays County - County Wide Operations**  
**Office: 512-393-7659**  
**Email: chris.deichmann@co.hays.tx.us**

Project: HVAC Maint & Repair Services  
Contract No: RFP 2020-P01  
Location: Precinct 5

#### Scope of Services:

JM Engineering will investigate, troubleshoot and replace existing Carrier AC system running on R-22 refrigerant with new 5 ton American Standard heat pump system (Unit #3) running R-410a refrigerant at Precinct 5. Replacement includes new 5 ton 14 SEER heat pump condenser unit, air handler with 15 KW heat kit, foam blocks and drain pan. After replacement, test the system for proper operation. Once work is completed, JM Engineering will clean up job site, dispose of any trash and complete service ticket.

All work will be completed during normal business hours. Quote includes material and labor costs up to the amount listed below. Quote does not include obtaining City permits. Quote does not include any unknown issues found while performing these scope of services. If any unknown issues are discovered, JM Engineering will contact Hays County representative to determine next steps and/or solutions.

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	55.0		\$	4,754.20
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	20.0		\$	1,349.80
<b>Subtotal</b>	75.0	0	\$	6,104.00
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
5 Ton 14 SEER American Standard Heat Pump with 15 KW Heat Kit, Foam Blocks, Drain Pan and Misc Supplies	1.20	EA	\$ 5,623.20	\$ 6,747.84
<b>Subtotal</b>				\$ 6,822.84
<b>GRAND TOTAL</b>			<b>\$</b>	<b>12,926.84</b>

Thank you for this opportunity to be of service. If you have any questions or need additional information, please feel free to give me a call.

Sincerely,  
Chad Liesman  
**JM Engineering, LLC**  
Office: 512-874-9245  
Mobile: 512-966-3959  
chad.liesman@jm-engineer.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

Authorize the County Judge to execute an application by the Hays County Sheriff's Office for participation in the Texas 1033 Surplus Property Program.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 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

Ronnie Strain

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

The application and related documents for the 1033 Surplus Property Program are attached.



DEFENSE LOGISTICS AGENCY  
DISPOSITION SERVICES  
74 WASHINGTON AVENUE NORTH  
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)  
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

\*Indicates Required Fields

SECTION 1:

\*Agency Name: Hays County Sheriff's Office Originating Agency Identifier (ORI) #: (if applicable) TX1050000  
\*Agency Physical Address: 810 S. Stagecoach Trail \*City: San Marcos  
\*State: TX \*Zip Code: 78666 \*NCIC P.O. Box or Address (if different than above i.e., terminal location)  
\*Phone #: (512) 738-1827 \*Email: ronnie\_strain@co.hays.tx.us Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. \*Full-time: 168 \*Part-time: 0

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#1	Lieutenant	Ronnie	Strain
*Official Title / Rank	*First Name	*Last Name	
ronnie_strain@co.hays.tx.us	(512) 738-1827	Aircraft/Small Arms/Vehicle	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#2	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#3	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#4	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#5	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#6	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	
#7	N/A	N/A	N/A
*Official Title / Rank	*First Name	*Last Name	
N/A		N/A	
*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)	

**SECTION 2:****RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

**Law Enforcement Agency/Activity** - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and e) that my agency has a signed copy of the SPO on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

\*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

*By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.*

Sheriff	Gary	Cutler
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
gary.cutler@co.hays.tx.us		
*EMAIL	*SIGNATURE	*DATE

**SECTION 3:****RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and d) that the LEA has a signed copy of the SPO on file.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

**SECTION 4:****RESERVED FOR LESO USE ONLY**

**NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL:** Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

\*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

\*LESO Authorized Signatory:  \*Screener letter is valid one year from this date:   
 \*Signature

Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

LESO Notes:

**State Plan of Operation (SPO) between:**  
**The State of Texas and the**  
*(State/United States Territory)*  
**Hays County Sheriff's Office**  

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*Law Enforcement Agency (LEA)*

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**3) GENERAL TERMS AND CONDITIONS** “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.



h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

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**5) PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

- a) Conduct quarterly reconciliations of State property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the LEA.
- c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

**6) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>, for timely and accurate guidance, information, forms and links concerning the program.

**7) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**8) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

- c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.
- e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.
- f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

- a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.
- b) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA’s, may still be required to attend training as the training qualifies the LEA, not the individual.
- c) Upon completion of the mandatory training, at least one of the LEA’s authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.
- d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.
- e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA’s inventory is completely cleared.

## 9) PROPERTY ALLOCATION

a) The LESO shall:

- i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.
- ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).
  - (a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

- (b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
  - 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

**11) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## **11) PROGRAM COMPLIANCE REVIEWS (PCR)**

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the



program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
  - (1) The goal is to review 20% of a State's overall small arms inventory.
  - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
  - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
  - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
  - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.



**13) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL “A” and “Q6” property records will not be closed during the annual physical inventory period.

In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1<sup>st</sup> and must be completed by August 31<sup>st</sup>. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31<sup>st</sup> of every year.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
  - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. *Restricted Status*-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**21) AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Sheriff

Full Name (Print): Gary Cutler

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Civilian Governing Body Official (CGB) (or designee):

Title (Print): County Judge

Full Name (Print): Ruben Becerra

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

N/A

AUDITOR REVIEW:

N/A

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2022-4836-UTL	Old Goforth Rd (Overhead)	Grande (Fiber)
TRN-2022-4837-UTL	Overpass Rd (Bore/Trench)	Grande (Fiber)
TRN-2022-4838-UTL	Sunwheat Blvd (Bore/Trench)	Grande (Fiber)
TRN-2022-4839-UTL	Sunbright Blvd&Vista Garden Dr (Bore/Trench)	Grande
(Fiber)		
TRN-2022-4840-UTL	Beechnut Dr (Bore/Trench)	Grande (Fiber)
TRN-2022-4841-UTL	Sunbright Blvd (Bore/Trench)	Grande (Fiber)
TRN-2021-4842-UTL	Sunbright Blvd (Bore/Trench)	Grande (Fiber)



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Rd Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4836-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): OLD GOFORTH RD, , , , , ,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department  
The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

05/17/2022

Signature

Title

Date



**SHEET INDEX:**

GENERAL  
1. GENERAL PERMIT COVER  
PLAN  
2. OVERLASH, NEW AERIAL, AND UG NEW BUILD  
TRAFFIC CONTROL PLAN AND DETAILS  
3. TRAFFIC CONTROL DETAILS



# GRANDE COMMUNICATIONS LCC - 2022 BROWNFIELD-SM-SUNFIELD 2 BUDA, TX

**PROJECT INFORMATION:**

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Donnie Jones  
Phone: 254-235-2014  
254-379-4379  
donnie.jones@mygrande.com

**SUBMITTAL PREPARED BY:**

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Rd Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4837-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): , , , , OVERPASS RD, SUNBRIGHT BLVD,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

05/17/2022

Signature

Title

Date



#### SHEET INDEX:

GENERAL  
1. GENERAL PERMIT COVER  
PLAN  
2. UG NEW BUILD  
TRAFFIC CONTROL PLAN AND DETAILS  
3. TRAFFIC CONTROL DETAILS



## GRANDE COMMUNICATIONS LCC - 2022 BROWNFIELD-SM-SUNFIELD 2 BUDA, TX

#### PROJECT INFORMATION:

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

#### SUBMITTAL PREPARED BY:

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Road Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4838-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): SUNWHEAT BLVD, SUNFIELD PKWY, ROUGH BARK ST, NATCHEZ DR, BANANA ST, FIRETHORN DR, SUNWHEAT AVE, NECTAR DR  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Engineering Technician

05/17/2022

Signature

Title

Date



**SHEET INDEX:**

GENERAL  
1. GENERAL PERMIT COVER  
PLAN  
2.11 UG NEW BUILD  
TRAFFIC CONTROL PLAN AND DETAILS  
2.2 TRAFFIC CONTROL DETAILS



**GRANDE COMMUNICATIONS**  
**2022 BROWNFIELD-SM-SUNFIELD 1**  
**BUDA, TX**

**PROJECT INFORMATION:**

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

**SUBMITTAL PREPARED BY:**

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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## UTILITY PERMIT APPROVAL LETTER

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

### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications

Address: 13505 Burnet Road Austin TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4839-UTL

Type of Utility Service: FIBER CABLE

Project Description:

Road Name(s): SUNBRIGHT BLVD, VISTA GARDEN DR, BAKER LN, CAMPO DEL SOL PKWY, SILKTASSEL WAY, SATSUMA DR, THORNLESS CIR, EVES NECKLACE DR

Subdivision:

Commissioner Precinct:

What type of cut(s) will you be using ?



Boring



Trenching



Overhead



N/A

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Engineering Technician

05/17/2022

Signature

Title

Date

**SHEET INDEX:**

GENERAL

1. GENERAL PERMIT COVER

PLAN

2.35 UG NEW BUILD

TRAFFIC CONTROL PLAN AND DETAILS

26. TRAFFIC CONTROL DETAILS



**GRANDE COMMUNICATIONS  
2022 BROWNFIELD-SM-SUNFIELD 2  
BUDA, TX**

**PROJECT INFORMATION:**

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

**SUBMITTAL PREPARED BY:**

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626







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### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4840-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): BEECHNUT DR, BARYBERRY CIRCLE, BIG LEAF DR, GRACE LILY DR, PURPLE HEART DR, SUNFIELD PKWY, PEPPERBARK LOOP, NETTLETREE DR  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Engineering Technician

05/17/2022

Signature

Title

Date

#### SHEET INDEX:

##### GENERAL

1. GENERAL PERMIT COVER

##### PLAN

2.22 UG NEW BUILD

##### TRAFFIC CONTROL PLAN AND DETAILS

23. TRAFFIC CONTROL DETAILS



## GRANDE COMMUNICATIONS 2022 BROWNFIELD-SM-SUNFIELD 3 BUDA, TX

#### PROJECT INFORMATION:

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

#### SUBMITTAL PREPARED BY:

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626





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### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4841-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): SUNBRIGHT BLVD, , , , , ,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. [unclear]".

Engineering Technician

05/17/2022

Signature

Title

Date



**SHEET INDEX:**

GENERAL  
1. GENERAL PERMIT COVER  
PLAN  
2. UG NEW BUILD  
TRAFFIC CONTROL PLAN AND DETAILS  
3. TRAFFIC CONTROL DETAILS



# GRANDE COMMUNICATIONS LCC - 2022 BROWNFIELD-SM-SUNFIELD 2 BUDA, TX

**PROJECT INFORMATION:**

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

**SUBMITTAL PREPARED BY:**

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after .

### Utility Company Information:

Name: Grande Communications  
Address: 13505 Burnet Austin TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2022-4842-UTL  
Type of Utility Service: FIBER CABLE  
Project Description:  
Road Name(s): SUNBRIGHT BLVD, CAMPO DEL SOL PKWY, SUNFIELD PKWY, , , , ,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

05/17/2022

Signature

Title

Date



**SHEET INDEX:**

GENERAL  
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**GRANDE COMMUNICATIONS**  
**LCC - 2022 BROWNFIELD-SM-SUNFIELD 3**  
**BUDA, TX**

**PROJECT INFORMATION:**

STREET ADDRESS:

OWNER:

GRANDE COMMUNICATIONS  
13505 BURNET RD  
AUSTIN, TX 78727

CONTACT:

POC: Dan Martinez  
Phone: 210-639-4351  
David.Martinez1@astound.com

**SUBMITTAL PREPARED BY:**

ADVANCED1  
301 N. College St.  
Georgetown, TX 78626



## 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

Establish an operating budget and computer equipment purchases for the newly created Budget Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$99,361

#### LINE ITEM NUMBER

001-621-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Vickie G. Dorsett	SHELL	N/A

#### SUMMARY

On May 10, 2022 the Commissioners Court established the Budget Office as a new department. The following budget needs to be established in order to operate for the remainder of this fiscal year:

Attachment: Proposed Operating Budget  
Computer Equipment Quotes

Budget Amendment:  
Decrease County Wide Salary Adjustments  
Increase various line items as attached

Funds were set aside (\$190k) during the FY 2022 budget process for the establishment of this office. No additional funds are required.

Office of Budget & Planning  
FY 2022 Operating Budget

<u>5/16 - 9/30/22</u>	<u>Description</u>	<u>G/L Account</u>	<u>Justification</u>
43,968	Dept Head Salary	.5011	Newly created position
21,841	Staff Salaries	.5021	Newly created position
4,245	FICA	.5101_100	Newly created position
954	Medicare	.5101_200	Newly created position
9,464	Retirement	.5101_300	Newly created position
8,500	Medical Insurance	.5160_400	Newly created position
304	Dental Insurance	.5160_500	Newly created position
48	Life Insurance	.5160_600	Newly created position
1,885	Data Supplies	.5202	UPS Backup, monitors, desktop printer
500	Office Supplies	.5211	General
250	Postage	.5212	General
100	Books & Periodicals	.5213	Texas Local Government Code
500	Membership Fees	.5302	Tx Association of Counties, etc.
100	Software Maint/License	.5429	Adobe Pro
250	Printing Services	.5461	Business cards, budget books, etc.
300	Telephone & Data Lines	.5489	Monthly landlines
500	Continuing Education	.5551	Training
5,652	Computer Equipment	.5712_400	2 Laptops w/docking, 1 scanner
<u>99,361</u>			



## 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](#).

<b>Quote No.</b>	<b>3000120073773.1</b>	<b>Sales Rep</b>	Chris Minchew
<b>Total</b>	<b>\$5,321.90</b>	<b>Phone</b>	(800) 456-3355, 6180234
<b>Customer #</b>	9657350	<b>Email</b>	Chris_Minchew@Dell.com
<b>Quoted On</b>	May. 17, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Jun. 16, 2022		HAYS COUNTY - AUDITORS
<b>Contract Name</b>	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
<b>Contract Code</b>	C000000006841		
<b>Customer Agreement #</b>	TX DIR-TSO-3763		
<b>Deal ID</b>	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	\$1,734.88	2	\$3,469.76
Targus Business Casual Slipcase - Laptop carrying case - 15.6-inch - black	\$36.97	2	\$73.94
Dell Thunderbolt Dock- WD19TBS	\$282.41	2	\$564.82
Dell 27 Monitor - P2722H, 68.6cm (27")	\$289.00	4	\$1,156.00

Dell MS116 Wired Mouse and KB216 Keyboard Bundle	\$28.69	2	\$57.38
			<hr/>
Subtotal:			\$5,321.90
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$5,321.90
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
			<hr/>
Total:			\$5,321.90

## 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
<b>Dell Latitude 5530</b>		\$1,734.88	2	\$3,469.76
Estimated delivery if purchased today: Jun. 28, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	2	-
Intel vPro Enterprise with Intel Core i7-1265U (10 Core) 1.80 GHz to 4.80 GHz	379-BETU	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Assembly Base	338-CDKI	-	2	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	2	-
Intel vPro Technology Enabled	631-ADFI	-	2	-
32GB, 2x16GB, DDR4 Non-ECC	370-AFVR	-	2	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNKV	-	2	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	2	-
Intel AX211 WiFi 6e 2x2 AC+ BT 5.2 vPro	555-BHHU	-	2	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	2	-
65W Type-C Adapter	492-BDGC	-	2	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	2	-
ENERGY STAR Qualified	387-BBPW	-	2	-
Custom Configuration	817-BBBB	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-



Windows PKID Label	658-BFDQ	-	2	-
Mix Model 65W Adapter + ADL CPU	340-CYVN	-	2	-
Intel Gen 12 CPU label for Core i7 vPro enable	340-CYNX	-	2	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBID	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	2	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	2	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	2	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Targus Business Casual Slipcase - Laptop carrying case - 15.6-inch - black</b>		<b>\$36.97</b>	<b>2</b>	<b>\$73.94</b>

Estimated delivery if purchased today:  
Jun. 01, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Targus Business Casual Slipcase - Laptop carrying case - 15.6-inch - black	AB231360	-	2	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Thunderbolt Dock- WD19TBS</b>		<b>\$282.41</b>	<b>2</b>	<b>\$564.82</b>

Estimated delivery if purchased today:  
Jun. 30, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	2	-
Advanced Exchange Service, 3 Years	824-3984	-	2	-
Dell Limited Hardware Warranty	824-3993	-	2	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 27 Monitor - P2722H, 68.6cm (27")</b>		<b>\$289.00</b>	<b>4</b>	<b>\$1,156.00</b>

Estimated delivery if purchased today:  
May. 24, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 3 Years	814-5381	-	4	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell MS116 Wired Mouse and KB216 Keyboard Bundle</b>		<b>\$28.69</b>	<b>2</b>	<b>\$57.38</b>

Estimated delivery if purchased today:  
May. 25, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell MS116 Wired Mouse and KB216 Keyboard Bundle	203-BBGT	-	2	-
				<hr/>
				<b>Subtotal:</b> \$5,321.90
				<b>Shipping:</b> \$0.00
				<b>Environmental Fee:</b> \$0.00
				<b>Estimated Tax:</b> \$0.00
				<hr/>
				<b>Total:</b> \$5,321.90

## Important Notes

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### 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://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](http://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.



Fujitsu fi-7180 High-Performance Professional Color Duplex Document Scanner with Auto Document Feeder (ADF)

**\$1,616<sup>99</sup>**

Usually ships within 1 to 3 weeks.



Shipped from: [Lifestyle by Focus](#)

✓ Preferred by your organization

🌱 Climate Pledge Friendly ▾

Gift options not available. [Learn more](#)

Style: fi-7180 ADF (80 ppm)

ORDER PLACED May 10, 2022	SHIP TO Hays County Information Technology ▾	PLACED BY Hays County Computer Services ▾ Information Technology	TOTAL \$212.11	PO# 2022-1107 ORDER # 112-8203816-8129054 <a href="#">View order details</a>   <a href="#">Invoice</a> ▾
This order was approved. <a href="#">View details</a>				
<b>Delivered Friday</b>			<a href="#">Track package</a> <a href="#">Get product support</a> <a href="#">Print packing slip</a> <a href="#">Return items</a> <a href="#">Share gift receipt</a> <a href="#">Write a product review</a>	
 <p><b>HP LaserJet Pro Sheet Feeder 550 Pages (D9P29A)</b>  Sold by: Amazon Global Store UK ▾  Return eligible through Jun 15, 2022  <del>\$212.11</del>  <a href="#">Buy it again</a></p>				
ORDER PLACED May 10, 2022	SHIP TO Hays County Information Technology ▾	PLACED BY Hays County Computer Services ▾ Information Technology	TOTAL \$374.99	PO# 2022-1107 ORDER # 112-3706338-1449802 <a href="#">View order details</a>   <a href="#">Invoice</a> ▾
This order was approved. <a href="#">View details</a>				
<b>Delivered Wednesday</b>			<a href="#">Track package</a> <a href="#">Get product support</a> <a href="#">Print packing slip</a> <a href="#">Return or replace items</a> <a href="#">Share gift receipt</a> <a href="#">Write a product review</a>	
 <p><b>HP LaserJet Pro M404dn Monochrome Printer with built-in Ethernet &amp; 2-sided printing, works with Alexa (W1A53A)</b>  Sold by: Amazon.com Services LLC  Return eligible through Jun 11, 2022  <del>\$369.00</del>  <a href="#">Buy it again</a></p>				



APC UPS 1500VA UPS Battery Backup and Surge Protector, BX1500M Backup Battery Power Supply, AVR, Dateline Protection

**\$219<sup>69</sup>**

Quantity Price ▾

In Stock

Shipped from: [UnbeatableSale, Inc](#)

✓ Preferred by your organization

Gift options not available. [Learn more](#)

Size: 1500VA

Qty: 2 ▾

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

Subtotal (2 items): **\$439<sup>38</sup>**

## 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 network equipment for the new Elections/IT Building located at 120 Stagecoach Trail, San Marcos in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$74,900

#### LINE ITEM NUMBER

001-680-00

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	SHELL	N/A

#### SUMMARY

The IT Director requests authorization to purchase network equipment for the new Elections/IT Building. Grande will have the fiber construction completed within the next 30 days and there has been interest in using the conference rooms for HR trainings and election worker training. Additionally, the lead time to receive some equipment is several months. This infrastructure equipment is needed to get the building ready for use.

Attachments: Dell Quote #3000119215341.1 - \$61,816  
DIR Contract #DIR-TSO-3763  
Freeit Solutions Quote #X - \$9,264  
DIR Contract #DIR-TSO-4339  
SHI Quote #21984028 - \$2,391  
DIR Contract #DIR-TSO-3863  
SHI Quote #21984499 - \$1,429  
BuyBoard Contract #661-22



## 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](#).

<b>Quote No.</b>	<b>3000119215341.1</b>	Sales Rep	Chris Minchew
<b>Total</b>	<b>\$61,815.70</b>	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	May. 06, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Jun. 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	16052469.5		
Deal ID	23957953		

### 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
PowerSwitch N2200-ON	\$12,183.92	4	\$48,735.68
PowerSwitch N2200-ON OS6 - [amer_n2200-on_13623_os6]	\$13,080.02	1	\$13,080.02



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<b>Subtotal:</b>	<b>\$61,815.70</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$61,815.70</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$61,815.70</b>

## 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
<b>PowerSwitch N2200-ON</b>	<b>\$12,183.92</b>	<b>4</b>	<b>\$48,735.68</b>

Estimated delivery if purchased today:  
Nov. 28, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Powerswitch N2248PX-ON, 48x1/2.5G, PoE 30W/60W, 4x25G, 2x40G Stacking, 1xAC PSU, IO/PS airflow, OS6	210-ASPX	-	4	-
Dell Hardware Limited Warranty 1 Year	828-9439	-	4	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9440	-	4	-
ProSupport Plus Mission Critical 7x24 HW-SW Technical Support, 3 Years	828-9468	-	4	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	828-9511	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">//www.dell.com/contactdell</a>	951-2015	-	4	-
INSTALL DECLINED - Switch deployment performed by Customer or 3rd party	987-2549	-	4	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 0.5 m	470-AAIB	-	4	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	4	-
ReadyRails, Full set, 2x outer and 2x inner rail, 2 or 4 post racks, for select Dell Networking 1U	770-BDRL	-	4	-
Dell EMC Networking N2200-ON Series Americas User Guide	343-BBPO	-	4	-

		Quantity	Subtotal
<b>PowerSwitch N2200-ON OS6 - [amer_n2200-on_13623_os6]</b>	<b>\$13,080.02</b>	<b>1</b>	<b>\$13,080.02</b>

Estimated delivery if purchased today:  
Nov. 28, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Powerswitch N2248PX-ON, 48x1/2.5G, PoE 30W/60W, 4x25G, 2x40G Stacking, 1xAC PSU, IO/PS airflow, OS6	210-ASPX	-	1	-
Dell Hardware Limited Warranty 1 Year	828-9439	-	1	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9440	-	1	-
ProSupport Plus Mission Critical 7x24 HW-SW Technical Support, 3 Years	828-9468	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	828-9511	-	1	-

Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">//www.dell.com/contactdell</a>	951-2015	-	1	-
INSTALL DECLINED - Switch deployment performed by Customer or 3rd party	987-2549	-	1	-
Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 2 Meter	470-ACLS	-	2	-
Dell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 1 Meter	470-AAFE	-	1	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	2	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	1	-
ReadyRails, Full set, 2x outer and 2x inner rail, 2 or 4 post racks, for select Dell Networking 1U	770-BDRL	-	1	-
Dell EMC Networking N2200-ON Series Americas User Guide	343-BBPO	-	1	-

<b>Subtotal:</b>	<b>\$61,815.70</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$61,815.70</b>

## Important Notes

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### 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://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](http://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.



Contract No: DIR-TSO-4339  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**Hays County**

Marva Pierce  
712 S. Stagecoach Trail  
San Marcos, TX 78666  
Ph: (512) 393-2841  
marva@co.hays.tx.us

**Quote Number:** X  
**Quote Date:** 5/6/2022  
**Expiration Date:** 6/5/2022

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Extreme Access Points - 5yr Term</b>				
<b>Hardware/Software</b>				
12	AH-ACC-BKT-AX-WL	BRKT WM ON AP630 AP650 AP650X AP305C	\$16.12	\$193.44
12	ACC-BKT-AX-JB	JUNCTION BOX MTG FOR INDR ACCESS POINTS	\$15.60	\$187.20
12	AP305C-FCC	CLD INDR WLS6 2X2 DUAL 5GH AI/ML GRN ANT	\$347.88	\$4,174.56
12	XIQ-PIL-S-C-EW	EXTREMECLOUD IQ PILOT EW 1 DEV	\$234.00	\$2,808.00
<b>Subscription Period Duration: 60 Months</b>				
<b>Support</b>				
12	97004-AP305C-FCC	EW NBD AHR AP305C-FCC	\$158.40	\$1,900.80
<b>Support Period Duration: 60 Months</b>				
List Total:				\$16,320.00
DIR Discounted Total:				\$9,264.00
Shipping and Tax not applicable:				\$0.00
Additional Discount:				\$0.00
Grand Total:				\$9,264.00

**Customer Signature of Acceptance**

**PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-339> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.





Pricing Proposal  
Quotation #: 21984499  
Created On: 5/6/2022  
Valid Until: 5/31/2022

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## HAYS COUNTY AUDITOR

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### Erica Lee

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

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## Inside Account Manager

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### Lauren Allen

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-868-6210  
Fax:  
Email: lauren\_allen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Panduit TX6-28 Category 6 Performance - Patch cable - RJ-45 (M) to RJ-45 (M) - 2.13 m - UTP - CAT 6 - IEEE 802.3af/IEEE 802.3at - bootable, halogen-free, snagless, stranded - blue (pack of 25) Panduit - Part#: UTP28SP7BU-Q Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 Note: ** 2 - 3 week lead **	6	\$427.00	\$238.07	\$1,428.42
			Total	\$1,428.42

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### Additional Comments

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Please Note: Panduit has a zero returns policy.

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.

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*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

Accept a \$5,000.00 contribution on behalf of the Hays County Child Protective Board from the Capital Area Housing Finance Corporation and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	N/A

#### LINE ITEM NUMBER

001-895-98-354]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

#### SUMMARY

The Hays County Child Protective Board has received a \$5,000 contribution from the Capital Area Housing Finance Committee utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses;

- >Basic clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept a grant & contribution totaling \$3,500.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	N/A

#### LINE ITEM NUMBER

001-895-98-354]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

The Hays County Child Protective Board has received a grant from the San Marcos Lion's Club (\$3,000) as well as a one-time contribution from the Fulton's (\$500) utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses;

- >Basic clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

## 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 2020-B06 Roadway Striping with DIJ Construction, Inc.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

Fund 020

#### 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 2020-B06 is scheduled to expire on May 31, 2022. DIJ Construction, Inc. would like to renew their contract for one additional year, with the attached proposed price changes.

Attached:

IFB 2020-B06 DIJ Construction, Inc. Renewal



## 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](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
**Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

May 11, 2022

D.I.J Construction, Inc.  
PO Box 1609  
Bertram, TX 78605

RE: Annual contract renewal

The annual contract for Roadway Striping, IFB 2020-B06 expires on May 31, 2022. This letter will serve as official notice that Hays County would like to exercise its second (2<sup>nd</sup>) option to renew the existing contract for one (1) additional year effective June 1, 2022 – May 31, 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](mailto: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

Tim D. Jarma  
\_\_\_\_\_  
Printed Name

D.I.J. Construction, Inc.  
\_\_\_\_\_  
Company

May 13, 2022  
\_\_\_\_\_  
Date

Approved by the Hays County  
Commissioners Court on: \_\_\_\_\_

Ruben Becerra  
\_\_\_\_\_  
Hays County Judge

# NEWS RELEASE

## BUREAU OF LABOR STATISTICS

### U. S. DEPARTMENT OF LABOR



Transmission of material in this release is embargoed until  
8:30 a.m. (ET), Thursday, May 12, 2022

Technical information: (202) 691-7705 • [ppi-info@bls.gov](mailto:ppi-info@bls.gov) • [www.bls.gov/ppi](http://www.bls.gov/ppi)

Media contact: (202) 691-5902 • [PressOffice@bls.gov](mailto:PressOffice@bls.gov)

USDL 22-0837

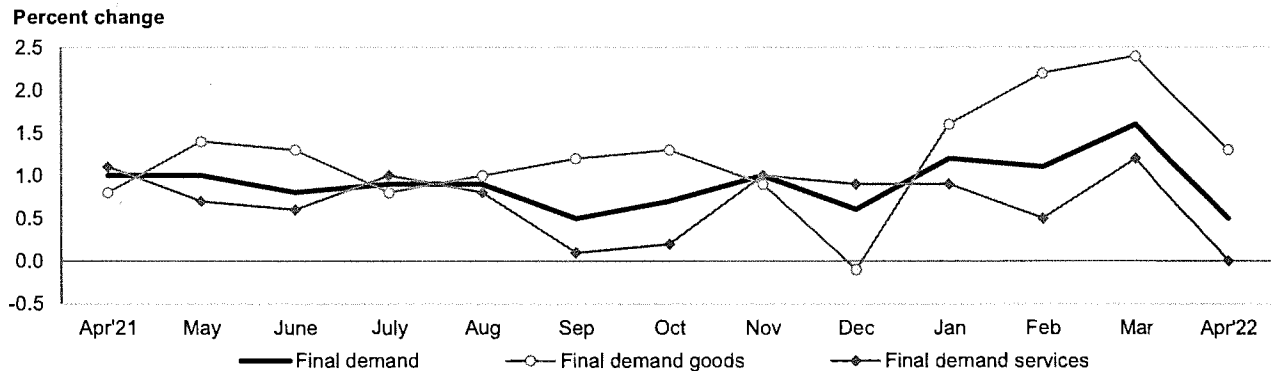
## PRODUCER PRICE INDEXES – APRIL 2022

The Producer Price Index for final demand increased 0.5 percent in April, seasonally adjusted, the U.S. Bureau of Labor Statistics reported today. This rise followed advances of 1.6 percent in March and 1.1 percent in February. (See table A.) On an unadjusted basis, final demand prices moved up 11.0 percent for the 12 months ended in April.

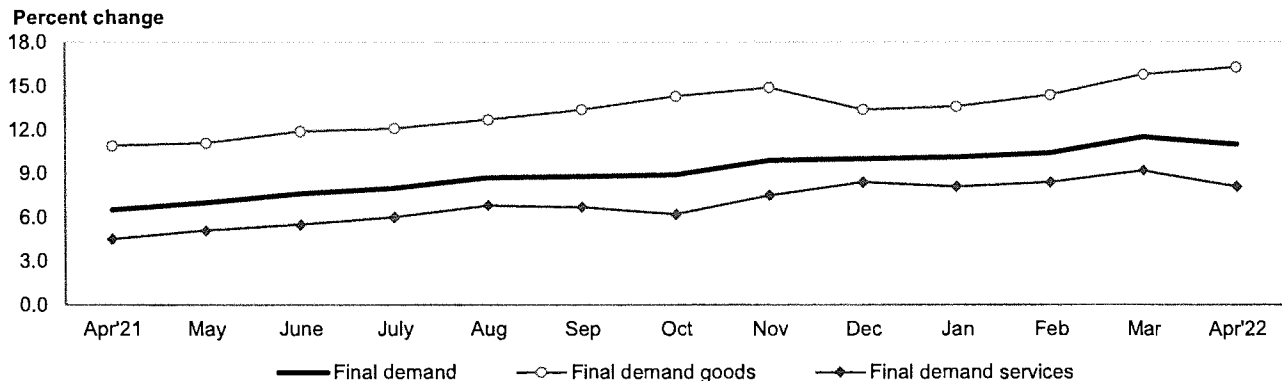
In April, the rise in the index for final demand is primarily attributable to a 1.3-percent advance in prices for final demand goods. The index for final demand construction increased 4.0 percent, while prices for final demand services were unchanged.

Prices for final demand less foods, energy, and trade services moved up 0.6 percent in April after increasing 0.9 percent in March. For the 12 months ended in April, the index for final demand less foods, energy, and trade services rose 6.9 percent.

**Chart 1. One-month percent changes in selected PPI final demand price indexes, seasonally adjusted**



**Chart 2. Twelve-month percent changes in selected PPI final demand price indexes, not seasonally adjusted**



**Table 2. Producer price index percentage changes for selected commodity groupings by Final Demand-Intermediate Demand category, seasonally adjusted — Continued**  
[April 2022]

Grouping	Commodity code		Unadjusted 12-month percent change <sup>1</sup>	Seasonally adjusted 1-month percent change <sup>1</sup>				
	Group code	Item code		Nov. to Dec.	Dec. to Jan. <sup>P</sup>	Jan. to Feb. <sup>P</sup>	Feb. to Mar. <sup>P</sup>	Mar. to Apr. <sup>P</sup>
Electronic components and accessories.....	11	78	4.8	0.3	1.1	0.0	0.5	1.1
Miscellaneous electrical machinery and equipment <sup>2</sup> .....	11	79	4.4	0.1	1.3	0.6	0.5	-0.1
Internal combustion engines <sup>2</sup> .....	11	94	5.8	0.0	2.6	0.0	0.0	1.5
Machine shop products <sup>2</sup> .....	11	95	5.6	0.8	0.2	0.1	0.1	1.0
Concrete ingredients and related products.....	13	2	8.2	0.1	2.8	1.0	0.8	0.2
Concrete products.....	13	3	10.9	0.7	1.4	1.1	0.4	1.8
Prepared asphalt, tar roofing and siding products <sup>2</sup> .....	13	61	20.8	1.3	0.7	2.4	1.5	0.9
Paving mixtures and blocks.....	13	94	14.4	1.3	1.7	1.1	1.4	2.3
Motor vehicle parts <sup>2</sup> .....	14	12	4.7	0.2	0.7	0.2	0.2	0.5
Aircraft engines and engine parts.....	14	23	2.6	0.5	-0.3	0.2	1.2	0.3
Aircraft parts and auxiliary equipment, n.e.c.....	14	25	1.8	0.2	0.7	-0.1	0.0	-0.1
Medical, surgical and personal aid devices.....	15	6	3.4	-0.2	1.6	0.6	0.5	0.3
Stage 4 intermediate demand services.....	ID5	9412	7.0	0.8	1.0	0.0	0.5	0.5
Truck transportation of freight <sup>2</sup> .....	30	12	27.4	0.8	2.1	2.0	5.1	4.4
Courier, messenger, and U.S. postal services.....	30	16	10.0	0.1	1.3	-0.1	1.0	1.3
Airline passenger services.....	30	22	21.6	4.3	-5.3	3.5	11.1	2.9
Warehousing, storage, and related services <sup>2</sup> .....	32	1	15.1	3.4	6.0	-3.6	0.0	4.5
Advertising space sales in periodicals and newspapers <sup>2</sup> .....	36	11	-1.1	0.1	1.5	-2.4	1.8	-1.2
Data processing and related services <sup>2</sup> .....	38	1	0.8	0.0	-0.4	0.1	0.0	0.8
Business loans (partial).....	39	11	10.9	2.0	-0.7	-2.2	1.8	3.2
Deposit services (partial) <sup>2</sup> .....	39	2	-6.3	-3.6	1.1	-0.6	-5.1	-1.2
Securities brokerage, dealing, investment advice, and related services <sup>2</sup> .....	40	1	-0.8	-1.2	-0.5	1.6	-4.5	-0.2
Portfolio management <sup>2</sup> .....	40	2	-1.7	-0.3	2.0	-3.8	-1.3	-1.8
Investment banking <sup>2</sup> .....	40	3	3.6	1.9	0.1	1.1	-4.2	-1.9
Insurance.....	41	11	1.4	0.1	0.2	0.3	0.2	0.1
Annuities <sup>2</sup> .....	41	2	-1.9	0.0	-0.4	-0.1	-0.1	-0.3
Nonresidential real estate rents <sup>2</sup> .....	43	11	5.8	1.0	1.3	-2.1	-0.7	4.3
Nonresidential property sales and leases <sup>2</sup> .....	43	12	7.3	0.7	1.6	-0.2	-0.1	0.0
Nonresidential property management fees <sup>2</sup> .....	43	13	4.2	0.2	1.2	2.5	0.0	-1.1
Residential property management fees <sup>2</sup> .....	43	22	6.8	1.2	0.0	0.9	0.2	0.7
Construction, mining, and forestry machinery and equipment rental and leasing <sup>2</sup> .....	44	3	1.5	-0.1	-0.2	0.6	-0.1	0.1
Legal services.....	45	1	4.2	0.4	1.0	0.3	0.4	-0.2
Advertising agency services <sup>2</sup> .....	45	51	7.8	1.6	2.3	1.2	-0.1	0.2
Accounting services (partial).....	45	2	1.9	0.1	-0.3	0.6	1.0	-0.1
Architectural and engineering services.....	45	3	4.2	0.0	2.4	0.0	0.2	0.3
Management, scientific, and technical consulting services.....	45	4	1.3	0.4	0.3	-0.4	0.2	0.0
Staffing services.....	46	3	5.7	0.8	0.9	0.3	0.7	0.6
Janitorial services <sup>2</sup> .....	49	1	9.1	2.5	1.6	1.1	0.0	1.1
Commercial and industrial machinery and equipment repair and maintenance.....	55	1	8.7	0.2	1.2	3.1	0.6	0.3
Machinery and equipment parts and supplies wholesaling <sup>2</sup> .....	57	1102	12.6	3.3	2.0	1.7	0.1	-0.4
Building materials, paint, and hardware wholesaling.....	57	3	25.0	0.4	3.3	2.2	2.3	-1.6
Metals, minerals, and ores wholesaling <sup>2</sup> .....	57	4	9.3	2.3	-2.7	-6.1	3.1	-0.2
Chemicals and allied products wholesaling <sup>2</sup> .....	57	5	3.5	1.1	-4.2	0.9	0.3	-0.1
Paper and plastics products wholesaling <sup>2</sup> .....	57	6	25.0	-2.2	3.0	0.4	6.2	2.3
Food and alcohol wholesaling <sup>2</sup> .....	57	8	9.6	1.6	0.9	2.7	1.6	-0.7
Hardware and building materials and supplies retailing.....	58	D	22.5	1.0	10.9	9.1	10.7	-0.3
Metal treatment services <sup>2</sup> .....	59	1	12.1	1.0	-0.7	1.0	1.9	1.8
Stage 3 intermediate demand.....	ID5	3	19.1	0.8	1.6	1.4	2.9	2.2
Stage 3 intermediate demand goods.....	ID5	9311	30.1	0.7	2.6	2.6	4.4	3.4
Slaughter cattle.....	01	31	16.8	2.9	-1.4	3.3	-0.4	1.2
Slaughter hogs.....	01	32	-2.6	-0.1	-7.0	30.7	-2.4	2.9
Slaughter poultry.....	01	4	67.2	10.3	1.9	0.5	15.7	5.2
Raw milk.....	01	6	32.5	7.4	17.5	4.2	5.0	-6.3
Commercial electric power.....	05	42	9.4	-1.1	5.0	-2.5	3.0	0.1
Industrial electric power.....	05	43	11.0	-1.0	3.4	1.8	-0.3	-0.1
Gasoline.....	05	71	55.0	-1.8	3.3	14.4	5.7	-3.2
Jet fuel <sup>2</sup> .....	05	7203	127.5	-9.9	13.1	13.5	23.5	14.8
No. 2 diesel fuel.....	05	7303	86.5	-3.3	9.9	14.2	21.4	8.1
Finished lubricants <sup>2</sup> .....	05	76	15.1	0.2	0.8	0.4	0.0	5.0
Lubricating oil base stocks <sup>2</sup> .....	05	78	44.0	0.4	1.7	0.2	3.0	11.7
Asphalt.....	05	8102	39.9	2.9	-4.4	3.2	6.3	20.2
Basic inorganic chemicals <sup>2</sup> .....	06	13	22.9	1.9	3.9	2.8	1.3	2.6
Basic organic chemicals.....	06	14	22.4	-2.0	-0.8	1.6	2.3	1.7
Paints and allied products <sup>2</sup> .....	06	2	23.9	0.5	5.2	0.9	0.8	4.8

See footnotes at end of table.

## IFB 2020-B06 Roadway Striping - Bid Form (Renewal 2 - Proposed Price Changes)

## SCHEDULE OF RATES AND PRICES

HAYS COUNTY, TEXAS

PROJECT NC IFB 2020-B06

PROJECT NAME: ROADWAY STRIPING

Full compensation for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

12-month percentage change  
20.80%

Item No.	Description	Est. Quantity	Unit	Unit Price	Total	Unit Price	Total
				Current Contract Pricing		New Proposed Pricing	
1	TY I - NEW 4" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	80,000	LF	\$ 0.45	\$ 36,000.00	\$ 0.54	\$ 43,488.00
2	TY I - NEW 4" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	40,000	LF	\$ 0.45	\$ 18,000.00	\$ 0.54	\$ 21,744.00
3	TY-I - NEW 4" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	10,000	LF	\$ 0.45	\$ 4,500.00	\$ 0.54	\$ 5,436.00
4	TY-I - NEW 4" White Broken-Hot Thermoplastic (TxDOT Spec 666)	10,000	LF	\$ 0.45	\$ 4,500.00	\$ 0.54	\$ 5,436.00
5	TY I - RE-STRIPE 4" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	80,000	LF	\$ 0.45	\$ 36,000.00	\$ 0.54	\$ 43,488.00
6	TY I - RE-STRIPE 4" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	40,000	LF	\$ 0.45	\$ 18,000.00	\$ 0.54	\$ 21,744.00
7	TY-I - RE-STRIPE 4" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	10,000	LF	\$ 0.45	\$ 4,500.00	\$ 0.54	\$ 5,436.00
8	TY-I - RE-STRIPE 4" White Broken-Hot Thermoplastic (TxDOT Spec 666)	10,000	LF	\$ 0.45	\$ 4,500.00	\$ 0.54	\$ 5,436.00
9	4" Pavement Marking Removal (TxDOT Spec 677)	5,000	LF	\$ 1.00	\$ 5,000.00	\$ 1.21	\$ 6,040.00
10	4" Pavement Marking Sealer (TxDOT Spec 666)	5,000	LF	\$ 0.44	\$ 2,200.00	\$ 0.53	\$ 2,657.60
11	TY-I - NEW 6" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
12	TY-I - NEW 6" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.76	\$ 760.00	\$ 0.92	\$ 918.08
13	TY-I - NEW 6" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
14	TY-I - NEW 6" White Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.76	\$ 760.00	\$ 0.92	\$ 918.08
15	TY-I - RE-STRIPE 6" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.40	\$ 400.00	\$ 0.48	\$ 483.20
16	TY-I - RE-STRIPE 6" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.72	\$ 720.00	\$ 0.87	\$ 869.76

## IFB 2020-B06 Roadway Striping - Bid Form (Renewal 2 - Proposed Price Changes)

## SCHEDULE OF RATES AND PRICES

HAYS COUNTY, TEXAS

PROJECT NC IFB 2020-B06

PROJECT NAME: ROADWAY STRIPING

Full compensation for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

12-month percentage change  
20.80%

Item No.	Description	Est. Quantity	Unit	Unit Price	Total	Unit Price	Total
				Current Contract Pricing		New Proposed Pricing	
17	TY-I - RE-STRIPE 6" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.35	\$ 350.00	\$ 0.42	\$ 422.80
18	TY-I - RE-STRIPE 6" White Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.77	\$ 770.00	\$ 0.93	\$ 930.16
19	6" Pavement Marking Removal (TxDOT Spec 677)	1,000	LF	\$ 1.00	\$ 1,000.00	\$ 1.21	\$ 1,208.00
20	6" Pavement Marking Sealer (TxDOT Spec 666)	1,000	LF	\$ 1.00	\$ 1,000.00	\$ 1.21	\$ 1,208.00
21	TY-I - NEW 8" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
22	TY-I - NEW 8" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 1.34	\$ 1,340.00	\$ 1.62	\$ 1,618.72
23	TY-I - NEW 8" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
24	TY-I - NEW 8" White Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 1.34	\$ 1,340.00	\$ 1.62	\$ 1,618.72
25	TY-I - RE-STRIPE 8" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
26	TY-I - RE-STRIPE 8" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 1.28	\$ 1,280.00	\$ 1.55	\$ 1,546.24
27	TY-I - RE-STRIPE 8" Yellow Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 0.50	\$ 500.00	\$ 0.60	\$ 604.00
28	TY-I - RE-STRIPE 8" White Broken-Hot Thermoplastic (TxDOT Spec 666)	1,000	LF	\$ 1.28	\$ 1,280.00	\$ 1.55	\$ 1,546.24
29	8" Pavement Marking Removal (TxDOT Spec 677)	1,000	LF	\$ 1.50	\$ 1,500.00	\$ 1.81	\$ 1,812.00
30	8" Pavement Marking Sealer (TxDOT Spec 666)	1,000	LF	\$ 1.30	\$ 1,300.00	\$ 1.57	\$ 1,570.40
31	TY-I - NEW 12" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 6.00	\$ 3,000.00	\$ 7.25	\$ 3,624.00
32	TY-I - NEW 12" White Line Solid-Hot Thermoplastic (TxDOT Spec 666) 99	500	LF	\$ 9.00	\$ 4,500.00	\$ 10.87	\$ 5,436.00

## IFB 2020-B06 Roadway Striping - Bid Form (Renewal 2 - Proposed Price Changes)

## SCHEDULE OF RATES AND PRICES

HAYS COUNTY, TEXAS

PROJECT NC IFB 2020-B06

PROJECT NAME: ROADWAY STRIPING

Full compensation for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

12-month percentage change  
20.80%

Item No.	Description	Est. Quantity	Unit	Unit Price	Total	Unit Price	Total
				Current Contract Pricing		New Proposed Pricing	
33	TY-I - RE-STRIPE 12" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 4.00	\$ 2,000.00	\$ 4.83	\$ 2,416.00
34	TY-I - RE-STRIPE 12" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 7.00	\$ 3,500.00	\$ 8.46	\$ 4,228.00
35	12" Pavement Marking Removal (TxDOT Spec 677)	500	LF	\$ 6.00	\$ 3,000.00	\$ 7.25	\$ 3,624.00
36	12" Pavement Marking Sealer (TxDOT Spec 666)	500	LF	\$ 1.50	\$ 750.00	\$ 1.81	\$ 906.00
37	TY-I - NEW 24" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 11.00	\$ 5,500.00	\$ 13.29	\$ 6,644.00
38	TY-I - NEW 24" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 15.00	\$ 7,500.00	\$ 18.12	\$ 9,060.00
39	TY-I - RE-STRIPE 24" Yellow Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 9.00	\$ 4,500.00	\$ 10.87	\$ 5,436.00
40	TY-I - RE-STRIPE 24" White Line Solid-Hot Thermoplastic (TxDOT Spec 666)	500	LF	\$ 13.00	\$ 6,500.00	\$ 15.70	\$ 7,852.00
41	24" Pavement Marking Removal (TxDOT Spec 677)	500	LF	\$ 9.00	\$ 4,500.00	\$ 10.87	\$ 5,436.00
42	24" Pavement Marking Sealer (TxDOT Spec 666)	500	LF	\$ 3.00	\$ 1,500.00	\$ 3.62	\$ 1,812.00
43	TY-I - NEW Left/Right/Straight Arrows White (TxDOT Spec 666)	20	EA	\$ 250.00	\$ 5,000.00	\$ 302.00	\$ 6,040.00
44	TY-I RE-STRIPE Left/Right/Straight Arrows White (TxDOT Spec 666)	20	EA	\$ 250.00	\$ 5,000.00	\$ 302.00	\$ 6,040.00
45	Removal Left/Right/Straight Arrows (TxDOT Spec 677)	2	EA	\$ 100.00	\$ 200.00	\$ 120.80	\$ 241.60
46	Left/Right/Straight Arrows Sealer (TxDOT Spec 666)	2	EA	\$ 50.00	\$ 100.00	\$ 60.40	\$ 120.80
47	TY-I WORD "ONLY" White (TxDOT Spec 666)	5	EA	\$ 505.00	\$ 2,525.00	\$ 610.04	\$ 3,050.20
48	TY-I WORD "STOP" White (TxDOT Spec 666) 100	5	EA	\$ 300.00	\$ 1,500.00	\$ 362.40	\$ 1,812.00



## IFB 2020-B06 Roadway Striping - Bid Form (Renewal 2 - Proposed Price Changes)

## SCHEDULE OF RATES AND PRICES

HAYS COUNTY, TEXAS

PROJECT NC IFB 2020-B06

PROJECT NAME: ROADWAY STRIPING

Full compensation for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Invitation for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

12-month percentage change  
20.80%

Item No.	Description	Est. Quantity	Unit	Unit Price	Total	Unit Price	Total
				Current Contract Pricing		New Proposed Pricing	
49	TY-I WORD "MPH" White (TxDOT Spec 666)	5	EA	\$ 275.00	\$ 1,375.00	\$ 332.20	\$ 1,661.00
50	TY-I WORDS "SPEED LIMIT" (TxDOT Spec 666)	5	EA	\$ 500.00	\$ 2,500.00	\$ 604.00	\$ 3,020.00
51	Removal WORD "ONLY" (TxDOT Spec 677)	1	EA	\$ 100.00	\$ 100.00	\$ 120.80	\$ 120.80
52	Removal WORD "STOP" (TxDOT Spec 677)	1	EA	\$ 75.00	\$ 75.00	\$ 90.60	\$ 90.60
53	Removal WORD "MPH" (TxDOT Spec 677)	1	EA	\$ 50.00	\$ 50.00	\$ 60.40	\$ 60.40
54	Removal WORDS "SPEED LIMIT" (TxDOT Spec 677)	1	EA	\$ 75.00	\$ 75.00	\$ 90.60	\$ 90.60
55	WORD "ONLY" Pavement Marking Sealer (TxDOT Spec 666)	1	EA	\$ 50.00	\$ 50.00	\$ 60.40	\$ 60.40
56	WORD "STOP" Pavement Marking Sealer (TxDOT Spec 666)	1	EA	\$ 50.00	\$ 50.00	\$ 60.40	\$ 60.40
57	WORD "MPH" Pavement Marking Sealer (TxDOT Spec 666)	1	EA	\$ 50.00	\$ 50.00	\$ 60.40	\$ 60.40
58	WORDS "SPEED LIMIT" Pavement Marking Sealer (TxDOT Spec 666)	1	EA	\$ 75.00	\$ 75.00	\$ 90.60	\$ 90.60
59	TY-I RR Crossing set of 2 White (TxDOT Spec 666)	6	EA	\$ 1,600.00	\$ 9,600.00	\$ 1,932.80	\$ 11,596.80
60	TY-I Bike Symbol White (TxDOT Spec 666)	20	EA	\$ 325.00	\$ 6,500.00	\$ 392.60	\$ 7,852.00
61	TY-I Bike Lane Arrow White (TxDOT Spec 666)	20	EA	\$ 235.00	\$ 4,700.00	\$ 283.88	\$ 5,677.60
62	TY-I 18" Stop Bar White (TxDOT Spec 666)	50	EA	\$ 385.00	\$ 19,250.00	\$ 465.08	\$ 23,254.00
<b>Total</b>				<u>\$ 255,525.00</u>		<u>\$ 308,674.20</u>	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute the Seventh Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development, extending such Development Agreement regulations to an additional approximately 1,295 acres.

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

The City of San Marcos has already unanimously approved the Seventh Amended and Restated Development Agreement in connection with the La Cima development. This amendment extends the regulations of the Development Agreement to an additional approximately 1,295 acres, a portion of which has already been acquired by the developer and a portion of which developer intends to acquire.

§

## DEVELOPMENT AGREEMENT

## COUNTY OF HAYS

§

## LA CIMA SAN MARCOS

This ~~SIXTH~~SEVENTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the CITY OF SAN MARCOS, TEXAS, a Texas municipal corporation (the "City"), Hays County, Texas (the "County"), and LAZY OAKS RANCH, LP, a Texas Limited Partnership ("LOR"), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR ("LCSM Ph.1-1"), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR ("LCSM Ph.1-2"), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR ("LCSM Ph. 2"), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR ("LCSM Ph. 3"), LCSM Ph. 4, LLC, a Texas limited liability company as partial assignee of LOR ("LCSM Ph. 4"), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR ("La Cima Commercial"), LCSM WW, LLC, a Texas limited liability company as a partial assignee of LOR ("LCSM WW"), and LCSM West, LP, a Texas limited partnership ("LCSM West" and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, and LCSM WW, the "Owner"). The City and Owner are sometimes hereinafter referred to individually as "Party", and collectively as the "Parties". The Parties agree as follows:

## PURPOSES AND CONSIDERATIONS

WHEREAS, the City and LOR entered into that certain Fifth Sixth Amended and Restated Development Agreement dated November 23 January 4, 2021 2022, and recorded under Document Number 21066554722003507 in the Official Public Records of Hays County, Texas (the "Existing Development Agreement"), related to that certain 2,552.379 acres, more or less, parcels of land (collectively, the "Original Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described in Exhibit "A", Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4"):

WHEREAS, Owner owns an adjoining 637.3 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described on Exhibit "A-5" attached hereto and incorporated herein for all purposes (with the land in Exhibit "A-4" and Exhibit "A-25" collectively, the "La Cima Outparcels"; the land 101.66 acre tract of land and the 22.723 acre tract of land described in Exhibit "A-4" collectively, the "Additional Property"; and the 22.723 acre tract described in Exhibit "A-4" individually, the "Additional 22637.3 Acre Tract");

WHEREAS, Owner intends to acquire an adjoining 658.513 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in **Exhibit "A-6"** attached and incorporated herein for all purposes (the "Additional 658.513 Acre Tract"; together with the Additional 637.3 Acre Tract, the "Additional Property"; and the Additional Property together with the Original Property, the "Property");

WHEREAS, Owner desires to develop the Property totaling 2,552.3793,848.194 acres of land as a single family residential, ~~limited nonresidential commercial~~, multi-family and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the **Conceptual Land Use Plan**, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the "Project");

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code;

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property;

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WHEREAS, by entering into this Agreement, Owner has accepted the City's offer to enter into a development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the purposes of Chapter 245 of the Texas Local Government Code;

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code and Chapters 1 and 2 of the City's Land Development Code ("LDC"), to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and
- C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City's boundaries, as may be agreed to by the Parties and included in this Agreement; and
- D. Specify the uses and development of the Property before and after annexation; and
- E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and
- F. Include such other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows:

#### **SECTION 1: GENERAL TERMS AND CONDITIONS**

##### **1.01 Conceptual Land Use Plan**

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit "B"**. **Exhibit "C"** separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City's LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

##### **1.02 Annexation**

Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City's corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and conditions of this Agreement.

The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City's LDC may be enforced on the Property. The limitations on the City's annexation authority shall apply only during the term of this Agreement.

#### 1.03 Governing Development Regulations

- A. Development of the Property shall be governed by the following:
  - 1. The Conceptual Land Use Plan and this Agreement; and
  - 2. The applicable provisions of the City's LDC and Ordinances;
  - 3. The applicable provisions of the Development Regulations of Hays County; and
  - 4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the "Approved Plats").
  - 5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
  - 6. Applicable provisions of the Texas Local Government Code, and other state and federal laws ("Other Laws").
  - 7. In the event of a conflict between the City's and/or County's development regulations and the Owner's rights under this Agreement, this Agreement shall control.
- B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the "Governing Regulations."
- C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.
- D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.
- E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the "Governing Regulations" or the "Time of Submittal", this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City's ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.
- F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.
- G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City's permitting system.

#### 1.04 Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation development, a conventional development or a combination thereof. In order to achieve the maximum development

flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

A. **Permitted Uses:** The following uses shall be permitted on the Property in accordance with the City's zoning districts as defined on the Effective Date:

1. **Residential:** All permitted uses identified in the SF-R, Single Family Rural Residential District, SF-11, Single Family District, SF-6, Single Family District, SF-4.5, Single Family District, TH, Townhouse Residential District and the PH-ZL, Patio Home Zero Lot Line Residential District.
2. **Nonresidential:** All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses (i) identified in the CC, Community Commercial District and/or (ii) identified in GC, General Commercial District for Film and Television Production Facilities Uses (as defined below) shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan, up to a maximum of ~~200300~~ acres for the combined uses under (i) and (ii). "Film and Television Production Facilities Uses" shall include any television/radio broadcasting studio, recording studio, telecommunication, and/or movie/media productions (including on-site with movie/media productions; any ancillary businesses that supply services, equipment, and resources to any of the foregoing or the movie/media industry in general; and any training center, trade school, and/or vocation centers ancillary or related to any of the foregoing. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.
3. **Multi-Family:** All permitted uses identified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan Plan (but excluding the La Cima Outparcels and the Additional 22-Acre Tract ~~1.15 acre tract in Exhibit "A-1", the 2.303 acre tract in Exhibit "A-2" and the 8.661 acre tract and 14.062 acre tract in Exhibit "A-4"~~) up to a maximum of ~~720980~~ units; provided, however, that Purpose Built Student Housing (as established by City Ordinance NO. 2016-24) shall be prohibited.
4. **Condominium Residential:** A development type allowed in any district containing multiple individually owned dwelling units and jointly owned and shared common areas and facilities on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.
5. **School Site:** The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the "District"). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.
6. **Fire/Police/EMS Station; Transit Stops:** Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.
7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and requirements of the City's LDC. Any proposed use, other than a Corporate Campus or Film and Television Production Facilities Uses, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City's Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.
8. Notwithstanding anything in this Agreement or in the City's LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow

pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.

- B. Project Density: The Project shall be restricted to a maximum of ~~2,800~~4,200 dwelling units for an overall project density of ~~4.4~~1.09 units per acre ("UPA"). Project density shall be further restricted as follows:

1. approximately ~~706.59~~1,028.003 acres of the Property ~~located east of Purgatory Creek as illustrated~~labeled on the Conceptual Land Use Plan as "Residential 3 U/A" shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;
2. the approximately ~~712.75~~322.193 acres of the Property located west of Purgatory Creek labeled on the Conceptual Land Use Plan as "Residential 2 U/A" shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and
3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

- C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots  
Lot Area, Minimum: 43,560 sq. ft  
Lot Width, Minimum: 150 feet  
Lot Depth, Minimum: 200 feet  
Lot Frontage, Minimum: 100 feet  
Front Yard Setback, Minimum: 20 feet  
Side Yard Setback, Interior, Minimum: 10 feet  
Side Yard Setback, Corner, Minimum: 20 feet  
Rear Yard Setback, Minimum: 20 feet  
Building Height, Maximum: 2.5 stories  
Impervious Cover, Maximum: 40%
2. Single-Family Residential Rural Lots  
Lot Area, Minimum: 11,000 sq. ft.  
Lot Width, Minimum: 80 feet  
Lot Depth, Minimum: 100 feet  
Lot Frontage, Minimum: 60 feet  
Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 10 feet  
Side Yard Setback, Corner, Minimum: 10 feet  
Rear Yard Setback, Minimum: 10 feet  
Building Height, Maximum: 2.5 stories  
Impervious Cover, Maximum: 50%
3. Single Family Residential Manor Lots  
Lot Area, Minimum: 6,000 sq. ft.  
Lot Width, Minimum: 50 feet  
Lot Depth, Minimum: 100 feet  
Lot Frontage, Minimum: 35 feet

Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 5 feet  
Side Yard Setback, Corner, Minimum: 10 feet  
Rear Yard Setback, Minimum: 10 feet  
Building Height, Maximum: 2 stories  
Impervious Cover, Maximum: 60%

4. Single Family Residential Cottage Lots

Lot Area, Minimum: 4,500 sq. ft.  
Lot Width, Minimum: 40 feet  
Lot Depth, Minimum: 100 feet  
Lot Frontage, Minimum: 35 feet  
Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 5 feet  
Side Yard Setback, Corner, Minimum: 10 feet  
Rear Yard Setback, Minimum: 10 feet  
Building Height, Maximum: 2 stories  
Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes

Lot Area, Minimum: 2,700 sq. ft.  
Lot Width, Minimum: 28 feet  
Lot Depth, Minimum: 90 feet  
Lot Frontage, Minimum: 25 feet  
Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 0/5 feet\*  
Side Yard Setback, Corner, Minimum: 10 feet\*  
Rear Yard Setback, Minimum: 5 feet  
Garage Side Yard Setback Opposite House: 0 feet  
Garage Setback from Front of House: 10 feet  
Building Height, Maximum: 2 stories  
Impervious Cover, Maximum: 75%

\* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

\*\* To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 3.6.3.1.B.3.b of the City's LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.

6. Townhouse Residential Lots

Lot Area, Minimum: 2,500 sq. ft.  
Lot Width, Minimum: 25 feet  
Lot Depth, Minimum: 90 feet  
Lot Frontage, Minimum: 25 feet  
Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls  
Side Yard Setback, Corner, Minimum: 10 feet



Rear Yard Setback, Minimum: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 75%

7. Multi-Family Residential M-24 Areas.

Lot Area, Minimum: 12,000 square feet  
 Units/Acre (Maximum/Gross Acre): 24.0  
 Lot Width, Minimum: 60  
 Lot Depth, Minimum: 100  
 Lot Frontage, Minimum: 60  
 Front Yard Setback, Minimum: 10  
 Side Yard Setback, Interior, Minimum: 10  
 Side Yard Setback, Corner, Minimum: 15  
 Rear Yard Setback, Minimum: 10  
 Building Height, Maximum: 4 stories  
 Impervious Cover, Maximum: 75%

8. Nonresidential

Lot Area, Minimum: 6,000 sq. ft.  
 Lot Width, Minimum: 50 feet  
 Lot Depth, Minimum: 100 feet  
 Lot Frontage, Minimum: 50 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 5 feet  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 5 feet  
 Building Height, Maximum: N/A  
 Impervious Cover, Maximum: 80%

9. Cluster/Conservation Development

To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

Slope Limitations	
Slope Gradient	Lot Types Permitted
0% to 15%	Single Family Residential Estate Lots Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes Townhouse Residential Lots
15% to 25%	Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes
Over 25%	Single Family Residential Estate Lots Single Family Residential Rural Lots Open Space and Conservation Areas

- D. Phasing: A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 360 units and subject to the requirements in subparagraph 1 below and any subsequent phases shall be deferred until after such first phase

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is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied and shall not be subject to the requirements in subparagraph 1 below.

1. La Cima Phase 1 Multi-Family requirements:
  - a. No multi-family buildings shall be located closer than 180 feet to a single-family property line.
  - b. Buildings adjacent to the power line easement (Document No. 71422) which are wholly or partially within 180-250 feet of a single-family property line shall not exceed 2 stories in height.
  - c. No multi-family buildings shall be located closer than 100 feet to the right-of-way line along West Centerpoint Road.
  - d. Buildings which are wholly or partially within 100-170 feet of the West Centerpoint Road right of way shall not exceed 2 stories in height.
  - e. No multi-family buildings shall exceed 3 stories in height.
  - f. The multi-family development shall be substantially similar to Exhibit F attached hereto as a Concept Plan for Phase 1 Multi-Family. Adjustments to this site plan that are required by City Staff in order to bring the plan into more conformance with applicable City Codes shall be approved by City Planning Director.

- E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner's association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards
  - a. A minimum of 100% of each residence on a Single Family Residential Estate lot in accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
  - b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
  - c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
  - d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
  - e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
  - f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
  - g. All single family detached dwellings are encouraged to have front porches or porticos.

- h. Detached garages are permitted and encouraged.
  - i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City's LDC prohibiting occupancy by more than more than two unrelated persons will apply.
  - j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.
  - k. Corner dwelling units are encouraged to have wrap around porches.
  - l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.
  - m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear property line.
  - n. Trash and waste containers shall be located in an area that is screened from public view.
  - o. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - p. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
2. Project Nonresidential Architectural Design Standards
- a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
  - b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
  - c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community's desired character and image. Details and materials shall be consistent on all sides of buildings.
  - d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.
  - e. Front facades shall be oriented towards the street right-of-way as appropriate.
  - f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.
  - g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.
  - h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - i. Notwithstanding any provision herein to the contrary, any portion of the Property developed as Film and Television Production Facilities Uses in accordance with Section 1.04.A.2 above shall be developed and designed in accordance with the development standards governing such Film and Television Production Facilities Uses that are set forth on **Exhibit "D"** attached hereto.
  - j. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning

Commission.

3. Project Multi-Family Architectural Design Standards. Any portion of the Property developed as MF-24, Multi-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Building Design Section of such multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.
- F. Additional Landscape Standards: In addition to the requirements of the City's LDC, the following landscape standards shall be applicable to the development of the Project:
  1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
  2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
  3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
  4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. Any Film and Television Production Facilities Uses shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
  5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.
  6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.
  7. The boundary between the Residential 2 U/A area and southeastern most portion of the "Conservation or Open Space or Proposed Habitat (RHCP) Preserve" as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

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#### 1.05 Public Infrastructure Improvements

- A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of ~~4,0006,000~~ service units equivalent. Owner anticipates that the Project will require 4,0006,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.
- B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.
- C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.
- D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.
- E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).
- F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.
- G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Original Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that one or more new PID/PIDs be created for such any portion ~~of the remainder~~ of the Property, the City hereby agrees to not oppose such petition.
- H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.
- I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.
- J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City

and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.

1.06 Impervious Cover

The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 19% of the 2,552.3793,848.194 acres of the gross area of the Property (which gross area expressly includes the 700.2 acres of gross area of all of the Conservation Habitat (RHCP) Preserve, and the 91.5 acres of additional Purgatory Creek and Open Space totaling 2,019.62 acres as shown on the Conceptual Land Use Conservation and Open Space Plan attached hereto as **Exhibit "BC"**, regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 2,552.3793,848.194 acres of the gross area of the Property does not exceed the Permitted Maximum Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City's LDC may be utilized within the Property subject to the City's approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.

1.07 Environmental, Water Quality & Detention Standards

The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the Additional portion of the Property described on Exhibits "A-1", "A-2", "A-3", and "A-4" shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018; provided, further, that development of any portion of the Property described on Exhibits "A-5" and "A-6" shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020; provided, further, that development of any portion of the Property for Film and Television Production Facilities Uses shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020, as supplemented and modified by those development standards set forth on **Exhibit "D"** attached hereto. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP's), approved low-impact development (LID) practices, or a combination thereof. All BMP's shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP's for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP's such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP's. The technical design of traditional BMP's shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP's shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP's in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP's shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP's to achieve 85% TSS removal.

Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

#### 1.08 Parkland and Open Space Dedication

- A. In the event the Property is fully built out (i.e., the maximum 2,8004,200 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 35.6461.29 acres. The development of the Property will meet or exceed all applicable parkland

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dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.

- B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association or Owner shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the RHCP and subject to any applicable conservation easement or agreement related thereto entered into by Owner and the County. Access to ~~the~~such parkland and open space shall be provided at the time of subdivision platting.
- C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project's network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.
  - 1. The minimum width for a sidewalk shall be six feet (6').
  - 2. Sidewalks shall be constructed of concrete or asphalt.
  - 3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
  - 4. The minimum width for a trail shall be eight feet (8').
  - 5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
  - 6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
  - 7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.

1.09 Deed Restrictions and Creation of Homeowner's Association

The Owner shall create a homeowner's association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The homeowner's association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner's association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act

Prior to any development activity as defined in the City's LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan ("RHCP").

**SECTION 2: MISCELLANEOUS PROVISIONS**

2.01 Term

- A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all of the Property has been annexed for full purposes by the City (the "Term"), unless sooner

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terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.

- B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.
- C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.

#### 2.02 Authority

This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.

#### 2.03 Equivalent Substitute Obligation

If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

#### 2.04 Cooperation

The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

#### 2.05 Litigation

In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party's interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City's processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the development of the Property.

#### 2.06 Default

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party's obligations under this

Agreement by specific performance. Nothing herein shall prevent the Parties from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity

It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue

The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement

This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment

All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability

If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation

Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice

Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager

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City of San Marcos  
630 E. Hopkins Street  
San Marcos, Texas 78666

Any notice mailed to the County shall be addressed to:

Director of Development Services  
Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LSCM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP  
Attn: Mr. Bryan W. Lee, Manager  
303 Colorado, Suite 2300  
Austin, Texas 78701

- 2.15 Force Majeure  
Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.
- 2.16 Assignment  
As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.
- 2.17 Signatures  
The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.
- 2.18 Successors and Assigns and Recordation  
The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.
- 2.19 Counterpart Originals  
This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

## 2.19 Exhibits

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The Exhibits to this Agreement consists of the following Exhibits:

Exhibits "A", "A-1", "A-2", "A-3", and "A-4" – Legal Descriptions of the various parcels constituting the "Original Property" totalling 2,552.379 acres

Exhibit "A-5" – Legal Description of the "Additional 637.3 Acre Tract"

Exhibit "A-6" – Legal Description of the "Additional 658.513 Acre Tract"

Exhibit "B" – Conceptual Land Use Plan

Exhibit "C" – Conservation and Open Space Plan

Exhibit "D" – Development Standards for Film and Production Studio Use

Exhibit "E" – Conceptual Rendering of Studio Site

Exhibit "F" – Concept Plan for Phase I Multi-Family

*[Signature Page Follows]*

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAYS COUNTY, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: \_\_\_\_\_  
Bryan W. Lee  
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 3, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 4, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

Acknowledgements

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 4, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS           §  
  
  §  
  
COUNTY OF HAYS         §

      This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, City  
Manager of the City of San Marcos, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Hays County, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

§

DEVELOPMENT AGREEMENT

COUNTY OF HAYS

§

LA CIMA SAN MARCOS

This **SEVENTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2022 (the "**Effective Date**"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas municipal corporation (the "**City**"), Hays County, Texas (the "**County**"), and **LAZY OAKS RANCH, LP**, a Texas Limited Partnership ("**LOR**"), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-1**"), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-2**"), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 2**"), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 3**"), LCSM Ph. 4, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 4**"), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR ("**La Cima Commercial**"), LCSM WW, LLC, a Texas limited liability company as a partial assignee of LOR ("**LCSM WW**"), and LCSM West, LP, a Texas limited partnership ("**LCSM West**" and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, and LCSM WW, the "**Owner**"). The City and Owner are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

### PURPOSES AND CONSIDERATIONS

WHEREAS, the City and LOR entered into that certain Sixth Amended and Restated Development Agreement dated January 4, 2022, and recorded under Document Number 22003507 in the Official Public Records of Hays County, Texas (the "Existing Development Agreement"), related to that certain 2,552.379 acres, more or less, parcels of land (collectively, the "Original Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described in **Exhibit "A", Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4"**);

WHEREAS, Owner owns an adjoining 637.3 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described on **Exhibit "A-5"** attached hereto and incorporated herein for all purposes (with the land in Exhibit "A-5" collectively, the "Additional 637.3 Acre Tract");

WHEREAS, Owner intends to acquire an adjoining 658.513 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in **Exhibit "A-6"** attached and incorporated herein for all purposes (the "Additional 658.513 Acre Tract"; together with the Additional 637.3 Acre Tract, the "Additional Property"; and the Additional Property together with the Original Property, the "Property");

WHEREAS, Owner desires to develop the Property totaling 3,848.194 acres of land as a single family residential, commercial, multi-family and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the **Conceptual Land Use Plan**, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the "Project");

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code;

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property;

WHEREAS, by entering into this Agreement, Owner has accepted the City's offer to enter into a development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the

purposes of Chapter 245 of the Texas Local Government Code;

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code and Chapters 1 and 2 of the City's Land Development Code ("LDC"), to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and
- C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City's boundaries, as may be agreed to by the Parties and included in this Agreement; and
- D. Specify the uses and development of the Property before and after annexation; and
- E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and
- F. Include such other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows:

## **SECTION 1: GENERAL TERMS AND CONDITIONS**

### **1.01 Conceptual Land Use Plan**

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit "B"**. **Exhibit "C"** separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City's LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

### **1.02 Annexation**

Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City's corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City's LDC may be enforced on the Property. The limitations on the City's annexation authority

shall apply only during the term of this Agreement.

#### 1.03 Governing Development Regulations

- A. Development of the Property shall be governed by the following:
  - 1. The Conceptual Land Use Plan and this Agreement; and
  - 2. The applicable provisions of the City's LDC and Ordinances;
  - 3. The applicable provisions of the Development Regulations of Hays County; and
  - 4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the "Approved Plats").
  - 5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
  - 6. Applicable provisions of the Texas Local Government Code, and other state and federal laws ("Other Laws").
  - 7. In the event of a conflict between the City's and/or County's development regulations and the Owner's rights under this Agreement, this Agreement shall control.
- B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the "Governing Regulations."
- C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.
- D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.
- E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the "Governing Regulations" or the "Time of Submittal", this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City's ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.
- F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.
- G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City's permitting system.

#### 1.04 Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation development, a conventional development or a combination thereof. In order to achieve the maximum development flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

- A. Permitted Uses: The following uses shall be permitted on the Property in accordance with the City's zoning districts as defined on the Effective Date:
  - 1. Residential: All permitted uses identified in the SF-R, Single Family Rural Residential

District, SF-11, Single Family District, SF-6, Single Family District, SF-4.5, Single Family District, TH, Townhouse Residential District and the PH-ZL, Patio Home Zero Lot Line Residential District.

2. Nonresidential: All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses (i) identified in the CC, Community Commercial District and/or (ii) identified in GC, General Commercial District for Film and Television Production Facilities Uses (as defined below) shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan, up to a maximum of 300 acres for the combined uses under (i) and (ii). "Film and Television Production Facilities Uses" shall include any television/radio broadcasting studio, recording studio, telecommunication, and/or movie/media productions (including on-site with movie/media productions; any ancillary businesses that supply services, equipment, and resources to any of the foregoing or the movie/media industry in general; and any training center, trade school, and/or vocation centers ancillary or related to any of the foregoing. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.
  3. Multi-Family: All permitted uses identified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan Plan (but excluding the 1.15 acre tract in Exhibit "A-1", the 2.303 acre tract in Exhibit "A-2" and the 8.661 acre tract and 14.062 acre tract in Exhibit "A-4") up to a maximum of 980 units; provided, however, that Purpose Built Student Housing (as established by City Ordinance N0. 2016-24) shall be prohibited.
  4. Condominium Residential: A development type allowed in any district containing multiple individually owned dwelling units and jointly owned and shared common areas and facilities on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.
  5. School Site. The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the "District"). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.
  6. Fire/Police/EMS Station; Transit Stops. Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.
  7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and requirements of the City's LDC. Any proposed use, other than a Corporate Campus or Film and Television Production Facilities Uses, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City's Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.
  8. Notwithstanding anything in this Agreement or in the City's LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.
- B. Project Density: The Project shall be restricted to a maximum of 4,200 dwelling units for an overall project density of 1.09 units per acre ("UPA"). Project density shall be further restricted as follows:
1. approximately 1,028.003 acres of the Property labeled on the Conceptual Land Use Plan as

“Residential 3 U/A” shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;

2. the approximately 322.193 acres of the Property located west of Purgatory Creek labeled on the Conceptual Land Use Plan as “Residential 2 U/A” shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and
3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots
  - Lot Area, Minimum: 43,560 sq. ft
  - Lot Width, Minimum: 150 feet
  - Lot Depth, Minimum: 200 feet
  - Lot Frontage, Minimum: 100 feet
  - Front Yard Setback, Minimum: 20 feet
  - Side Yard Setback, Interior, Minimum: 10 feet
  - Side Yard Setback, Corner, Minimum: 20 feet
  - Rear Yard Setback, Minimum: 20 feet
  - Building Height, Maximum: 2.5 stories
  - Impervious Cover, Maximum: 40%
2. Single-Family Residential Rural Lots
  - Lot Area, Minimum: 11,000 sq. ft.
  - Lot Width, Minimum: 80 feet
  - Lot Depth, Minimum: 100 feet
  - Lot Frontage, Minimum: 60 feet
  - Front Yard Setback, Minimum: 10 feet
  - Side Yard Setback, Interior, Minimum: 10 feet
  - Side Yard Setback, Corner, Minimum: 10 feet
  - Rear Yard Setback, Minimum: 10 feet
  - Building Height, Maximum: 2.5 stories
  - Impervious Cover, Maximum: 50%
3. Single Family Residential Manor Lots
  - Lot Area, Minimum: 6,000 sq. ft.
  - Lot Width, Minimum: 50 feet
  - Lot Depth, Minimum: 100 feet
  - Lot Frontage, Minimum: 35 feet
  - Front Yard Setback, Minimum: 10 feet
  - Side Yard Setback, Interior, Minimum: 5 feet
  - Side Yard Setback, Corner, Minimum: 10 feet
  - Rear Yard Setback, Minimum: 10 feet
  - Building Height, Maximum: 2 stories
  - Impervious Cover, Maximum: 60%
4. Single Family Residential Cottage Lots
  - Lot Area, Minimum: 4,500 sq. ft.

Lot Width, Minimum: 40 feet  
 Lot Depth, Minimum: 100 feet  
 Lot Frontage, Minimum: 35 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 5 feet  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes

Lot Area, Minimum: 2,700 sq. ft.  
 Lot Width, Minimum: 28 feet  
 Lot Depth, Minimum: 90 feet  
 Lot Frontage, Minimum: 25 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 0/5 feet\*  
 Side Yard Setback, Corner, Minimum: 10 feet\*  
 Rear Yard Setback, Minimum: 5 feet  
 Garage Side Yard Setback Opposite House: 0 feet  
 Garage Setback from Front of House: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 75%

\* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

\*\* To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 3.6.3.1.B.3.b of the City's LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.

6. Townhouse Residential Lots

Lot Area, Minimum: 2,500 sq. ft.  
 Lot Width, Minimum: 25 feet  
 Lot Depth, Minimum: 90 feet  
 Lot Frontage, Minimum: 25 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 75%

7. Multi-Family Residential M-24 Areas.

Lot Area, Minimum: 12,000 square feet  
 Units/Acre (Maximum/Gross Acre): 24.0  
 Lot Width, Minimum: 60  
 Lot Depth, Minimum: 100  
 Lot Frontage, Minimum: 60



Front Yard Setback, Minimum: 10  
Side Yard Setback, Interior, Minimum: 10  
Side Yard Setback, Corner, Minimum: 15  
Rear Yard Setback, Minimum: 10  
Building Height, Maximum: 4 stories  
Impervious Cover, Maximum: 75%

8. Nonresidential

Lot Area, Minimum: 6,000 sq. ft.  
Lot Width, Minimum: 50 feet  
Lot Depth, Minimum: 100 feet  
Lot Frontage, Minimum: 50 feet  
Front Yard Setback, Minimum: 10 feet  
Side Yard Setback, Interior, Minimum: 5 feet  
Side Yard Setback, Corner, Minimum: 10 feet  
Rear Yard Setback, Minimum: 5 feet  
Building Height, Maximum: N/A  
Impervious Cover, Maximum: 80%

9. Cluster/Conservation Development

To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

Slope Limitations	
Slope Gradient	Lot Types Permitted
0% to 15%	Single Family Residential Estate Lots Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes Townhouse Residential Lots
15% to 25%	Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes
Over 25%	Single Family Residential Estate Lots Single Family Residential Rural Lots Open Space and Conservation Areas

D. Phasing: A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 360 units and subject to the requirements in subparagraph 1 below and any subsequent phases shall be deferred until after such first phase is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied and shall not be subject to the requirements in subparagraph 1 below.

1. La Cima Phase 1 Multi-Family requirements:

- No multi-family buildings shall be located closer than 180 feet to a single-family property line.
- Buildings adjacent to the power line easement (Document No. 71422) which are wholly or partially within 180-250 feet of a single-family property line shall not exceed 2 stories in height.
- No multi-family buildings shall be located closer than 100 feet to the right-of-way line along West Centerpoint Road.

- d. Buildings which are wholly or partially within 100-170 feet of the West Centerpoint Road right of way shall not exceed 2 stories in height.
- e. No multi-family buildings shall exceed 3 stories in height.
- f. The multi-family development shall be substantially similar to Exhibit F attached hereto as a Concept Plan for Phase 1 Multi-Family. Adjustments to this site plan that are required by City Staff in order to bring the plan into more conformance with applicable City Codes shall be approved by City Planning Director.

E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner's association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards

- a. A minimum of 100% of each residence on a Single Family Residential Estate lot in accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
- b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
- c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
- d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
- e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
- f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
- g. All single family detached dwellings are encouraged to have front porches or porticos.
- h. Detached garages are permitted and encouraged.
- i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City's LDC prohibiting occupancy by more than more than two unrelated persons will apply.
- j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.
- k. Corner dwelling units are encouraged to have wrap around porches.
- l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.
- m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear

- n. property line.
  - o. Trash and waste containers shall be located in an area that is screened from public view.
  - p. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - q. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
2. Project Nonresidential Architectural Design Standards
- a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
  - b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
  - c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community's desired character and image. Details and materials shall be consistent on all sides of buildings.
  - d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.
  - e. Front facades shall be oriented towards the street right-of-way as appropriate.
  - f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.
  - g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.
  - h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - i. Notwithstanding any provision herein to the contrary, any portion of the Property developed as Film and Television Production Facilities Uses in accordance with Section 1.04.A.2 above shall be developed and designed in accordance with the development standards governing such Film and Television Production Facilities Uses that are set forth on **Exhibit "D"** attached hereto.
  - j. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
3. Project Multi-Family Architectural Design Standards. Any portion of the Property developed as MF-24, Multi-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Building Design Section of such multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.

F. Additional Landscape Standards: In addition to the requirements of the City's LDC, the following

landscape standards shall be applicable to the development of the Project:

1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. Any Film and Television Production Facilities Uses shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.
6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.
7. The boundary between the Residential 2 U/A area and southeastern most portion of the "Conservation or Open Space or Proposed Habitat (RHCP) Preserve" as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

#### 1.05 Public Infrastructure Improvements

- A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 6,000 service units equivalent. Owner anticipates that the Project will require 6,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.
- B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to

acceptance.

- C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.
- D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.
- E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).
- F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.
- G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Original Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that one or more new PIDs be created for any portion of the Property, the City hereby agrees to not oppose such petition.
- H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.
- I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.
- J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.

#### 1.06 Impervious Cover

The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 19% of the 3,848.194 acres of the gross area of the Property (which gross area expressly includes the gross area of all of the Conservation and Open Space totaling 2,019.62 acres as shown on the Conservation and Open Space Plan attached hereto as **Exhibit "C"**, regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 3,848.194 acres of the gross area of the Property does not exceed the Permitted Maximum

Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City's LDC may be utilized within the Property subject to the City's approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.

#### 1.07 Environmental, Water Quality & Detention Standards

The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the portion of the Property described on Exhibits "A-1", "A-2", "A-3", and "A-4" shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018; provided, further, that development of any portion of the Property described on Exhibits "A-5" and "A-6" shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020; provided, further, that development of any portion of the Property for Film and Television Production Facilities Uses shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020, as supplemented and modified by those development standards set forth on **Exhibit "D"** attached hereto. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP's), approved low-impact development (LID) practices, or a combination thereof. All BMP's shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP's for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP's such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP's. The technical design of traditional BMP's shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP's shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP's in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP's shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP's to achieve 85% TSS removal.

Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the

erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

#### 1.08 Parkland and Open Space Dedication

- A. In the event the Property is fully built out (i.e., the maximum 4,200 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 61.29 acres. The development of the Property will meet or exceed all applicable parkland dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.
- B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association or Owner shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the RHCP and subject to any applicable conservation easement or agreement related thereto entered into by Owner and the County. Access to such parkland and open space shall be provided at the time of subdivision platting.
- C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project's network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.
  1. The minimum width for a sidewalk shall be six feet (6').
  2. Sidewalks shall be constructed of concrete or asphalt.

3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
4. The minimum width for a trail shall be eight feet (8').
5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.

#### 1.09 Deed Restrictions and Creation of Homeowner's Association

The Owner shall create a homeowner's association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The homeowner's association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner's association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

#### 1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act

Prior to any development activity as defined in the City's LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan ("RHCP").

## **SECTION 2: MISCELLANEOUS PROVISIONS**

#### 2.01 Term

- A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all of the Property has been annexed for full purposes by the City (the "Term"), unless sooner terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.
- B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.
- C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.

#### 2.02 Authority

This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.



2.03 Equivalent Substitute Obligation

If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

2.04 Cooperation

The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

2.05 Litigation

In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party's interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City's processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the development of the Property.

2.06 Default

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party's obligations under this Agreement by specific performance. Nothing herein shall prevent the Parties from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity

It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue

The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement

This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment

All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability

If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation

Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice

Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager  
City of San Marcos  
630 E. Hopkins Street  
San Marcos, Texas 78666

Any notice mailed to the County shall be addressed to:

Director of Development Services  
Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LSCM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP  
Attn: Mr. Bryan W. Lee, Manager  
303 Colorado, Suite 2300  
Austin, Texas 78701

2.15 Force Majeure

Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

2.16 Assignment

As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.

2.17 Signatures

The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

2.18 Successors and Assigns and Recordation

The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.

2.19 Counterpart Originals

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

2.19 Exhibits

The Exhibits to this Agreement consists of the following Exhibits:

Exhibits "A", "A-1", "A-2", "A-3", and "A-4" – Legal Descriptions of the various parcels constituting the "Original Property" totalling 2,552.379 acres

Exhibit "A-5" – Legal Description of the "Additional 637.3 Acre Tract"

Exhibit "A-6" – Legal Description of the "Additional 658.513 Acre Tract"

Exhibit "B" – Conceptual Land Use Plan

Exhibit "C" – Conservation and Open Space Plan

Exhibit "D" – Development Standards for Film and Production Studio Use

Exhibit "E" – Conceptual Rendering of Studio Site

Exhibit "F" – Concept Plan for Phase I Multi-Family

*[Signature Page Follows]*

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: \_\_\_\_\_  
Name:  
Title:

HAYS COUNTY, TEXAS

By: \_\_\_\_\_  
Name:  
Title:

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: \_\_\_\_\_  
Bryan W. Lee  
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 3, LLC, a Texas Limited Liability Company

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

Name: Bryan W. Lee

Title: Manager

LCSM PH. 4, LLC, a Texas Limited Liability Company

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

Name: Bryan W. Lee

Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

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

Name: Bryan W. Lee

Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

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

Name: Bryan W. Lee

Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

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

Name: Bryan W. Lee

Title: Manager

Acknowledgements

STATE OF TEXAS                   §

COUNTY OF TRAVIS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 4, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS                   §

§

COUNTY OF HAYS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS                   §

§

COUNTY OF HAYS               §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of Hays County, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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### TRACT DESCRIPTIONS

**TRACT "A": 649.592 ACRES, SAVE AND EXCEPT 5.000 ACRES, 5.000 ACRES AND 5.000 ACRES (634.592 ACRES TOTAL)**

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAVE AND EXCEPT THREE (3) TRACTS OF LAND CONTAINING 5.000 ACRES EACH (SEE PAGES 2-5 FOR METES AND BOUNDS DESCRIPTIONS OF SAID SAVE AND EXCEPT TRACTS).

**TRACT "B": 1388.17 ACRES, SAVE AND EXCEPT 23.823 ACRES (1364.347 ACRES TOTAL)**

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

#### **SAVE AND EXCEPT**

23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**TRACT "C": 8.73 ACRES, SAVE AND EXCEPT 2.467 ACRES (6.263 ACRES TOTAL)**

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

#### **SAVE AND EXCEPT**

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Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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2.467 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; SAID 2.467 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**TRACT "D": 23.823 ACRES**

23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ASBSTRAT NO. 308 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**SAVE AND EXCEPT "TRACT 1": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as "Tract One" and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45'16" E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,
2. S 42°59'13" W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,
3. N 45°07'08" W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the

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Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-480  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and

4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

THENCE S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

**SAVE AND EXCEPT "TRACT 2": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 6-inch cedar fence corner post found at an angle point in the southeast line of the said 659.9 acre remainder tract, same being an angle point in the southwest line of the remainder of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams and Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most northerly corner of that called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, and from which an 8" dead cedar tree found at the most westerly corner of the said 114 acre remainder tract, being an angle point in the southeast line of the said 659.9 acre remainder tract, bears N 29°29'12" W, a distance of 59.58 feet;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract, also with the northwest line of the said 311.74 acre tract, the following four (4) courses and distances:

1. S 43°09'44" W, a distance of 155.92 feet to a 6-inch cedar fence post found for an angle point,

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Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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2. S 44°10'39" W, a distance of 216.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,
3. S 45°16'39" W, a distance of 951.78 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point, and
4. S 45°32'23" W, a distance of 510.96 feet to a calculated point at the southwest corner of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the southeast corner and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** S 45°32'23" W, continuing with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 325.12 feet to a calculated point for the south corner of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, bears S 45°32'23" W, a distance of 6348.00 feet;

**THENCE** leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,
2. N 45°32'23" E, a distance of 763.89 feet to a calculated point in the west line of the said LCRA easement, for the north corner of the tract described herein, and
3. S 03°11'10" W, with the west line of the said LCRA easement and the east line of the tract described herein, a distance of 593.73 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

**SAVE AND EXCEPT "TRACT 3": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3-1/2 inch metal fence corner post found near the top of a bluff and the approximate location of the north bank of Purgatory Creek, being the most southerly corner of the

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Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-480  
John Maximilian, Jr. Survey No. 15, A-298  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1574R2(dz)  
Page 5 of 6

said 659.9 acre remainder tract and the most westerly corner of that certain called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, same being an angle point in the northerly line of that certain called 521.55 acre tract described in the Special Warranty Deed to Dixie C. Lenz, Rita K. Steitle, and Medora C. Pratt, in equal undivided shares, of record in Volume 4517, Page 277, Official Public Records of Hays County, Texas;

**THENCE** with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, the following three (3) courses and distances:

1. N 45°43'43" E, a distance of 606.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,
2. N 44°57'33" E, a distance of 408.78 feet to a 6-inch cedar fence corner post found at an angle point, and
3. N 45°32'23" E, a distance of 1466.74 feet to a calculated point for the south corner and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,
2. N 45°32'23" E, a distance of 678.61 feet to a calculated point in the west line of a 15 foot wide electric distribution line easement described in the deed to Pedemales Electric Cooperative, Inc., of record in Volume 401, Page 813, Deed Records of Hays County, Texas, for the north corner of the tract described herein, and
3. S 10°37'01" E, with the west line of the said Pedemales easement, a distance of 481.60 feet to a calculated point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point in the southeast line of the said 659.9 acre remainder tract and an angle point in the northwest line of the said 311.74 acre tract, bears N 45°32'23" E, a distance of 5306.95 feet;

**THENCE** S 45°32'23" W, with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 410.39 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

**BEARING BASIS:** Texas Coordinate System, South Central Zone, NAD83, Grid.

**BOWMAN WORD FILE:** FN1574R2(dz)

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3000 0 3000



SCALE: 1"=3000'

## HAYS COUNTY, TEXAS

(A)

FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED TO

LAZY OAKS RANCH, LP  
649.592 ACRES  
VOL. 4877, PG. 632  
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX  
(SHOWN AS SOLID HATCH)

(B)

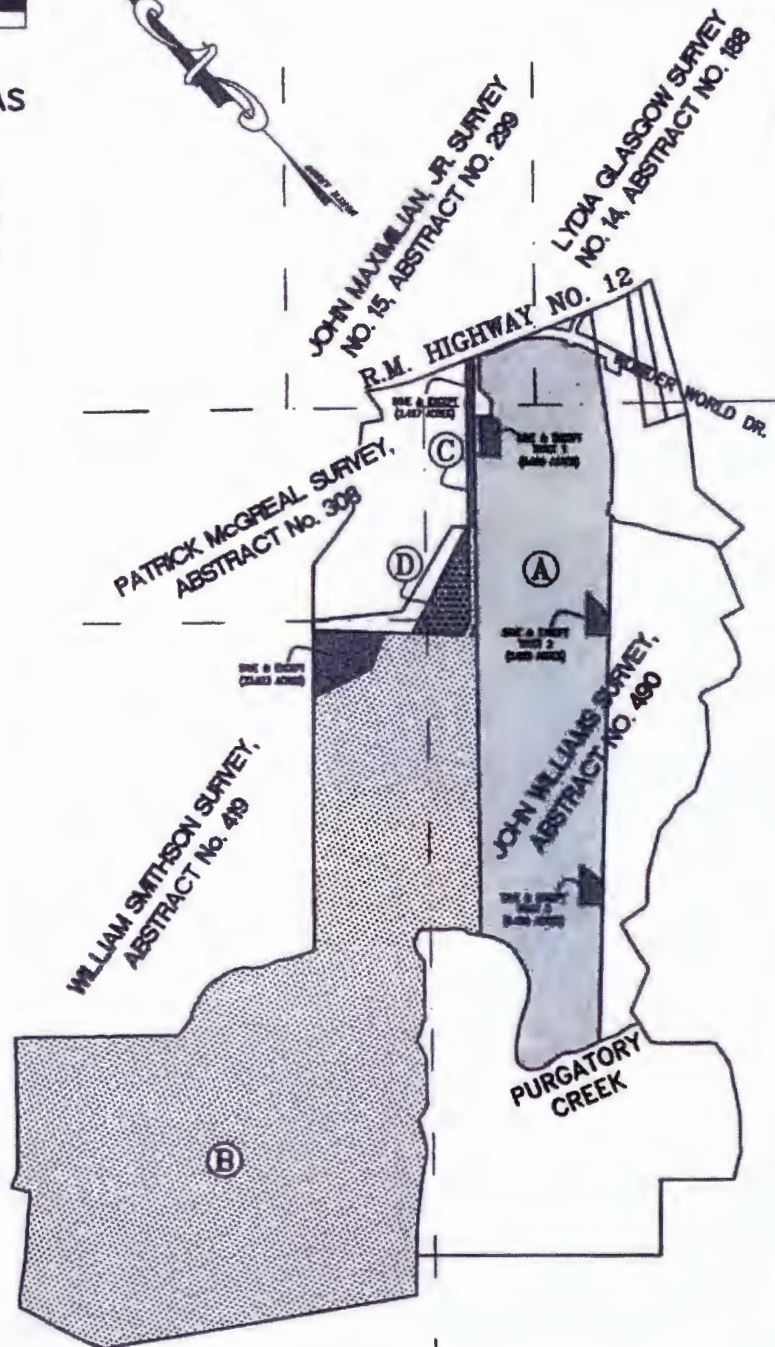
BAT PARTNERS, LTD.  
TO  
LAZY OAKS RANCH, L.P.  
TRACT ONE: 1388.17 ACRES  
VOL. 3772, PG. 231  
NOVEMBER 13, 2009  
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX  
(SHOWN AS DOT HATCH)

(C)

BAT PARTNERS, LTD.  
TO  
LAZY OAKS RANCH, L.P.  
TRACT TWO: 8.73 ACRES  
VOL. 3772, PG. 231  
NOVEMBER 13, 2009  
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX  
(SHOWN AS SLANT HATCH)

(D)

SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.  
TO  
LAZY OAKS RANCH, L.P.  
23.823 ACRES  
VOL. 5038, PG. 698  
OCTOBER 06, 2014  
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX  
(SHOWN AS HEX HATCH)



PAGE 6 OF 6

**Bowman**  
CONSULTING

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www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TBPE Firm No. F-2986 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY  
TRACT DESCRIPTIONS  
IN FN1574R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956-01-002\_LAZY OAKS-FREEMAN.dwg  
DATE: Mar 28, 2018-3:22pm



DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as "Tract One" and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the POINT OF BEGINNING of the tract described herein;

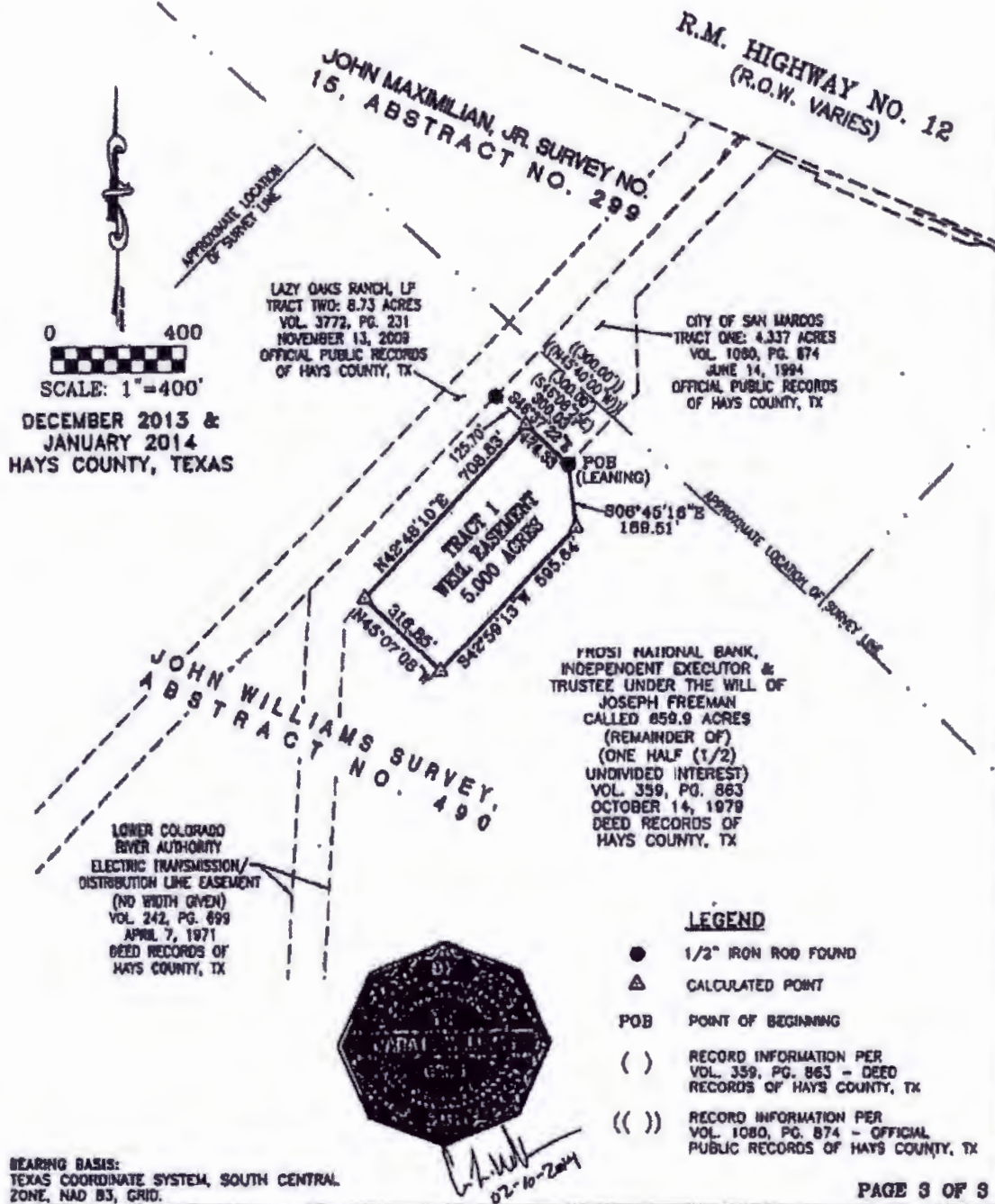
THENCE through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45'16" E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,
2. S 42°59'13" W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,
3. N 45°07'08" W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and
4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

THENCE S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

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**Bowman**  
CONSULTING

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3101 Oak Grove Road, Suite 100, Austin, Texas 78746  
Phone (512) 352-1100 Fax (512) 352-4600  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
TSPS Firm No. F-2568 | TSPS Firm No. 101905-00

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1560**

## EXHIBIT "A-1"

1.150 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548B(ciw)  
Page 1 of 2

### FIELD NOTES DESCRIPTION - TRACT 2 1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch Iron rod found in the interior of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 86°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.80 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the POINT OF BEGINNING, being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and
3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

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1.150 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548B(ciw)  
Page 2 of 2

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the POINT OF BEGINNING and containing 1.150 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

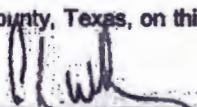
BOWMAN WORD FILE: FN1548B(ciw)

THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5<sup>TH</sup> day of February 2014, A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78748

  
\_\_\_\_\_  
Cara L. Williams  
Registered Professional Land Surveyor  
No. 6336 – State of Texas



## EXHIBIT "A-2"

2.303 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5958-01-002  
FN1548C(cdw)  
Page 1 of 2

### FIELD NOTES DESCRIPTION - TRACT 3 2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 883, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Maria D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

**THENCE** with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,
2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

**THENCE** leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 48.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and
3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly



2.303 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548C(cdw)  
Page 2 of 2

line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the POINT OF BEGINNING and containing 2.303 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548C(cdw)

THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5th day of January 2014, A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

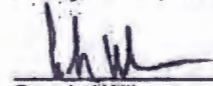
  
\_\_\_\_\_  
Cara L. Williams  
Registered Professional Land Surveyor  
No. 6336 - State of Texas



EXHIBIT "A-3"

DESCRIPTION OF 390.52 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8" Cedar fence corner post in the northeast line of the Jonathan Scott Survey, Abstract No. 430 for the approximate west corner of the William Burke Survey, Abstract No. 68 and for the south corner of the G. W. A. Colton Survey, Abstract No. 95 and for the northerly-west corner of the Wootan tract, and being in the northeast line of that 1422.46 acre tract described in a deed from Milton H. West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588 of the Hays County Official Public Records, and being the south corner of the Bridlewood Ranches, Section 2, a subdivision recorded in Volume 11, Page 69 of the Hays County Plat Records;

THENCE leaving the Scott Survey, the MHW Operations 1422.46 acre tract, and the PLACE OF BEGINNING as shown on that plat numbered 27873-17-2-d dated March 22, 2017 as prepared for Wootan Family Estate by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the Burke Survey and the Wootan tract and southeast line of the Colton Survey and Bridlewood Ranches, Section 2, as fenced and used upon the ground, the following six courses:

1. N 47° 38' 55" E 424.80 feet to an angle point,
2. N 46° 40' 52" E 282.88 feet to a 6" Cedar post for an angle point,
3. N 44° 51' 43" E 557.74 feet to an 8" Cedar post for an angle point,
4. N 46° 16' 27" E 548.58 feet to a 4" Cedar post for an angle point,
5. N 45° 46' 36" E 604.71 feet to a 4" Cedar post for an angle point, and
6. N 45° 18' 03" E 260.56 feet to a 1/2" iron rod found with a plastic cap stamped "B&G" for the north corner of this tract and the west corner of that 1388.17 acre tract described in a deed from BAT Partners, Ltd. to Lazy Oaks Ranch, LP dated November 13, 2009 and recorded in Volume 3772, Page 231 of the Hays County Official Public Records;

**THENCE** leaving the Colton Survey and Bridlewood Ranch tract and entering the Burke Survey with the common northeast line of the Wootan tract and southwest line of the Lazy Oaks Ranch tract as fenced, the following five courses:

1. S 21° 03' 09" E 169.44 feet to a triple 5" Elm tree for an angle point,
2. S 15° 51' 32" E 479.74 feet to a 10" Live Oak tree for an angle point,
3. S 15° 05' 56" E 382.38 feet to a 3" Cedar post for an angle point,
4. S 17° 43' 48" E 393.12 feet to an 8" Live Oak tree for an angle point, and
5. S 24° 52' 31" E 288.56 feet to a 1/2" iron rod set for an angle point;

**THENCE** leaving fence, and continuing with said common line S 54° 00' 57" E 5744.26 feet to a 1/2" iron rod set in fence in the southeast line of the Burke Survey for the east corner of the Wootan tract and south corner of the Lazy Oaks Ranch tract and being in the northwest line of the John Williams Survey, Abstract No. 490 and that 100 acre tract described in a deed from Rita P. Steitle to Rita P. Steitle et vir dated May 27, 2015 and recorded in Volume 5249, Page 252 of the Hays County Official Public Records;

**THENCE** with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Williams Survey and Steitle tract, as fenced and agreed to in a boundary line agreement between J. H. Robinson and E. E. Posey dated May 24, 1942 and recorded in Volume 124, Page 496 of the Hays County Deed Records, the following four courses:

1. S 44° 50' 55" W 648.35 feet to a 4" Cedar post for an angle point,
2. S 45° 15' 06" W 472.53 feet to a 12" Live Oak tree for an angle point,
3. S 48° 27' 47" W 112.04 feet to a 20" Live Oak tree for an angle point, and
4. S 41° 06' 56" W 95.25 feet to an 8" Cedar corner post for the west corner of the Williams Survey and Steitle tract and the north corner of the Isaac Lower Survey, Abstract N. 287 and that 248.18 acre tract - Exhibit A - described in a deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records;

**THENCE** leaving the Steitle tract with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Lowe Survey and the Williams 248.18 acre tract, as fenced and used, the following nine courses:



1. S 45° 23' 08" W 792.32 feet to a 12" Cedar tree for an angle point,
2. S 45° 44' 41" W 239.94 feet to a 24" Live Oak tree for an angle point,
3. S 61° 50' 25" W 145.68 feet to an 8" Live Oak tree for an angle point,
4. S 69° 03' 13" W 37.17 feet to a 16" Cedar tree for an angle point,
5. S 75° 18' 47" W 41.96 feet to a 10" Live Oak tree for an angle point,
6. S 64° 57' 31" W 41.05 feet to a 14" Live Oak tree for an angle point,
7. S 54° 42' 38" W 43.53 feet to a 16" Live Oak tree for an angle point,
8. S 47° 50' 55" W 38.51 feet to an 8" Live Oak tree for an angle point, and
9. S 43° 42' 13" W 143.87 feet to a 6" Cedar corner post for an interior corner in the east line of the Wootan tract and west corner of the Williams 248.18 acre tract;

THENCE crossing the Wootan tract S 44° 24' 40" W 26.23 feet to an 8" creosote post for an interior corner in the west line of the Wootan tract and the east corner of the aforementioned MHW Operations 1422.46 acre tract, as fenced and used upon the ground, and being the south corner of this tract;

THENCE with the common southwest line of the Wootan tract and northeast line of the MHW Operations tract, as fenced and used upon the ground, the following two courses:

1. N 25° 25' 07" W 23.14 feet to an 8" creosote fence post and
2. N 44° 38' 00" W (being the Bearing Basis for this description) 7118.29 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds 390.52 acres, more or less, of land area as prepared from public records and a survey made on the ground on during March, 2017 by Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

David C. Williamson, R.P.L.S. #4190



Client: Wootan Family Estate  
 Date: April 4, 2017  
 Survey: Burke, William, A- 68  
 County: Hays, Texas  
 Job No: 27373-17  
 FND 390.52 ac



**Exhibit "A – 4"**

**8.661 Acre Tract – 2 Pages**

**14.062 Acre Tract – 2 Pages**

**94.769 Acre Tract – 4 Pages**

**6.891 Acre Tract – 2 Pages**

8.661 acre ~ 377,274 sq. ft. (Tract 2: North Portion)  
John Williams Survey, A-471; John Williams survey, A-490;  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005856-01-108

FN2358(sf)  
Page 1 of 2

#### FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: (b) 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

**THENCE**, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: (a) 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped "JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

**THENCE**, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

**THENCE**, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

**THENCE**, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

8.661 acre ~ 377,274 sq. ft. (Tract 2: North Portion)  
John Williams Survey, A-471; John Williams survey, A-490;  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2358(sf)  
Page 2 of 2

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2358(sf)

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas





### FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

**THENCE**, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

**THENCE**, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

**THENCE**, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

- 1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;
- 2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288", found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

**THENCE**, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped "JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

14.062 acre ~ 312,548 sq. ft. (Tract 1: North Portion)  
John Williams survey, A-490; Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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**THENCE**, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2359

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

  
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Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas





94.769 acres ~ 4,128,139 sq. ft. (Tract 1: South Portion)  
John Williams Survey, A-471; John Williams survey, A-490  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2360(sf)  
Page 1 of 4

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.769 ACRES (4,128,139 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 94.769 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way width varies), at the most northwesterly corner of the herein described tract, and being common corner to a called 34.368 acres tract conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found on said southwesterly right-of-way line, bears North 19 degrees 38 minutes 27 seconds West, a distance of 222.43 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.TX., found on the northeasterly right-of-way line of said drive and at the northeasterly corner said 6.8059 acres, bears North 35 degrees 26 minutes 58 seconds East, a distance of 243.80 feet;

**THENCE**, leaving said 34.368 acres and continuing with said 6.8059 acres along said southwesterly right-of-way line for the following five (5) courses and distances:

- 1.) South 19 degrees 37 minutes 17 seconds East, a distance of 167.08 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;
- 2.) South 43 degrees 01 minutes 57 seconds West, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;
- 3.) South 19 degrees 37 minutes 17 seconds East, a distance of 291.06 feet, to a ½-inch iron rod found at the common corner of the herein described tract and said 6.8059 acres;
- 4.) North 43 degrees 01 minutes 57 seconds East, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

**THENCE**, South 19 degrees 37 minutes 17 seconds East, a distance of 380.73 feet, continuing with said 6.8059 acres along said southwesterly right-of-way line to a calculated point at the common corner of the herein described tract, said 6.8059 acres and a 6.891 acre partition (Tract 2: South Portion) of Tract 1: {b} 17.45-acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on said southwesterly right-of-way line at the common corner of said 6.891 acre partition and said 6.8059 acres, bears South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet;

**THENCE**, South 36 degrees 40 minutes 50 seconds West, a distance of 948.05 feet, leaving said southwesterly right-of-way line and said 6.8059 acres and continuing along the westerly line of said 6.891 acre partition to a ½-inch iron rod found at the southwesterly corner of said 6.891 acre partition and at a corner to the herein described tract;

**THENCE**, South 62 degrees 23 minutes 09 seconds East, a distance of 408.27 feet, continuing along said 6.891 acre partition to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the southeasterly corner of said 6.891 acre partition and being a common corner to the herein described tract and Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX.;



94.769 acres ~ 4,128,139 sq. ft. (Tract 1: South Portion)  
John Williams Survey, A-471; John Williams survey, A-490  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2360(sf)  
Page 2 of 4

**THENCE**, South 62 degrees 24 minutes 22 seconds East, a distance of 392.10 feet, leaving said 6.891 acre partition and continuing along said Partition Deed Tract 1: 17.45 acres, to a ½-inch iron rod found at the southeastern corner of said Partition Deed Tract 1: 17.45 acres and being a common corner to the herein described tract and to a 114.00 acre tract conveyed to Marion H. Wills, recorded in Volume 1658 at page 162, designated as Tract "A", O.P.R.H.C.TX.;

**THENCE**, South 37 degrees 37 minutes 55 seconds West, a distance of 1340.82 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along the westerly lines of said Tract "A" to a ½-inch iron rod found;

**THENCE**, South 04 degrees 55 minutes 35 seconds East, a distance of 1120.49 feet, continuing along said westerly lines and in part the western line of called 3.00 acres conveyed to Catherine and Curtis Wonderly, recorded in in Volume 2109 at Page 386, O.P.R.H.C.TX., to a ½-inch iron rod found on the northerly lines of called 326.30 acres conveyed to The City of San Marcos, recorded in Volume 1922 at Page 338, O.P.R.H.C.TX., being a common corner to the here described tract, said Tract "A" and said 326.30 acres;

**THENCE**, leaving said Tract "A" and continuing along the northerly lines of said 326.30 acres the following two (2) courses and distances:

- 1.) North 88 degrees 23 minutes 17 seconds West, a distance of 252.71 feet, to a calculated point at the common corner of the herein described tract and said 326.03 acres;
- 2.) North 86 degrees 36 minutes 50 seconds West, a distance of 331.41 feet, to a cedar fence post found at the common corner of the herein described tract, said 326.30 acres and a called 150.00 acres conveyed to The City of San Marcos, recorded in Special Warranty Deed Instrument No. 18037662, O.P.R.H.C.TX.;

**THENCE**, leaving said 326.30 acres and continuing along the northeasterly lines of said 150.00 acres the following eleven (11) courses and distances:

- 1.) North 03 degrees 30 minutes 38 seconds East, a distance of 65.87 feet to a 10.5-inch cedar found at the common corner of the herein described tract and said 150.00 acres;
- 2.) North 07 degrees 18 minutes 58 seconds West, a distance of 104.18 feet a 9.5-inch dead cedar found at the common corner of the herein described tract and said 150.00 acres;
- 3.) North 19 degrees 13 minutes 11 seconds West, a distance of 21.88 feet to a 12-inch live oak found at the common corner of the herein described tract and said 150.00 acres;
- 4.) North 33 degrees 55 minutes 57 seconds West, a distance of 960.43 feet to a cedar fence post found at the common corner of the herein described tract, said 150.00 acres;
- 5.) North 27 degrees 27 minutes 35 seconds West, a distance of 422.53 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 6.) North 37 degrees 34 minutes 51 seconds West, a distance of 281.91 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 7.) North 34 degrees 40 minutes 21 seconds West, a distance of 102.30 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 8.) North 47 degrees 12 minutes 38 seconds East, a distance of 11.01 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;



94.769 acres ~ 4,128,139 sq. ft. (Tract 1: South Portion)  
John Williams Survey, A-471; John Williams survey, A-490  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2360(sf)  
Page 3 of 4

- 9.) North 44 degrees 17 minutes 57 seconds West, a distance of 9.44 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract and said 150.00 acres;
- 10.) North 10 degrees 02 minutes 03 seconds East, a distance of 104.63 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 11.) North 21 degrees 28 minutes 49 seconds West, a distance of 32.52 feet to a cedar fence post found at the common corner of the herein described tract, said 151.00 acres and a called 42.147 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17042976, O.P.R.H.C.TX., from which a cedar fence post found bears South 43 degrees 09 minutes 44 seconds West, a distance of 155.92 feet;

**THENCE**, leaving said 150.00 acres and continuing along the easterly lines of said 42.147 acres North 29 degrees 29 minutes 12 seconds West, a distance of 59.58 feet, to an 8-inch dead cedar found at the common corner of the herein described tract and said 42.147 acres;

**THENCE**, continuing along said easterly line and in part the easterly line of a called 31.721 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX., North 53 degrees 43 minutes 49 seconds East, a distance of 203.06 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

**THENCE**, continuing along the easterly line of said 31.721 acres the following three (3) courses and distances:

- 1.) South 57 degrees 34 minutes 23 seconds East, a distance of 41.64 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;
- 2.) North 45 degrees 24 minutes 15 seconds East, a distance of 852.51 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;
- 3.) North 35 degrees 28 minutes 03 seconds East, a distance of 280.29 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract, said 31.721 acres and a called 34.368 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX.;

**THENCE**, leaving said 31.721 acres and continuing along the easterly line of said 34.368 acres North 35 degrees 28 minutes 03 seconds East, a distance of 1571.35 feet, to the **POINT OF BEGINNING** and containing 94.769 acres (4,128,139 square feet) of land, more or less.

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2360(sf)

94.769 acres ~ 4,128,139 sq. ft. (Tract 1: South Portion)  
John Williams Survey, A-471; John Williams survey, A-490  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2360(sf)  
Page 4 of 4

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



Terry L. Rowe  
Registered Professional Land Surveyor  
5483 – State of Texas





#### FIELD NOTES DESCRIPTION

DESCRIPTION OF 6.891 ACRES (300,168 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471 AND THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 6.891 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northeasterly corner of the herein described tract and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the northeasterly right-of-way line of said drive and at the southeasterly corner of said 6.8059 acres, bears North 32 degrees 28 minutes 22 seconds East, a distance of 253.66 feet;

**THENCE**, South 32 degrees 24 minutes 03 seconds West, a distance of 648.97 feet, leaving said southwesterly right-of-way line and continuing along the westerly line of said Partition Deed Tract 1: 17.45 acres to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the southeasterly corner of the herein described tract and being a common corner to said Partition Deed Tract 1: 17.45 acres and a 94.769 acre partition (Tract 1: South Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX.;

**THENCE**, North 62 degrees 23 minutes 09 seconds West, a distance of 408.27 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along said 94.769 acre partition to a ½-inch iron rod found at the southwesterly corner of the herein described tract and being common corner to the said 94.769 acre partition;

**THENCE**, North 36 degrees 40 minutes 50 seconds East, a distance of 948.05 feet, continuing along the easterly line of said 94.769 acre partition to a calculated point on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northwesterly corner of the herein described tract, and being a common corner to said 94.769 acre partition and aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped "BCG" set in the northeasterly right-of-way line of said drive, bears North 36 degrees 40 minutes 50 seconds East, a distance of 240.46 feet;

**THENCE**, leaving said 94.769 acre partition and continuing with said 6.8059 acres along said southwesterly right-of-way line South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet, to the **POINT OF BEGINNING** and containing 6.891 acres (300,168 square feet) of land, more or less.

6.891 acre ~ 300,168 sq. ft. (Tract 2: South Portion)  
John Williams Survey, A-471; John Williams Survey, A-490  
Hays County, Texas

Job No. 005956-01-108  
FN2357(sf)  
Page 2 of 2

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2357(sf)

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746


  
\_\_\_\_\_  
Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 -- State of Texas





EXHIBIT "A-5"

STATE OF TEXAS  
COUNTY OF HAYS

537.30 ACRES  
JOHN WILLIAMS SURVEYS  
A-471 & A-490

DESCRIPTION

DESCRIPTION OF A 537.30 ACRE TRACT OF LAND OUT OF THE JOHN WILLIAMS SURVEYS, A-471 AND A-490, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 521.55 ACRES, DESCRIBED IN A PARTITION DEED OF A TRACT OF LAND CALLED TO BE 931.2 ACRES, DESCRIBED IN A DEED TO E. E. POSEY, OF RECORD IN VOLUME 84, PAGE 100, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 521.55 ACRES BEING THE NORTHEAST PORTION OF SAID 931.2 ACRES, AND PARTITIONED TO AARON POSEY, OF RECORD IN VOLUME 1175, PAGE 518, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 537.30 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4 inch iron rod found in the east line of a tract of land called to be 1499 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 659, of the Official Public Records of Hays County, Texas, same being the northwest corner of a tract of land called to be 521.5 acres, described in said partition deed of said 931.2 acres, said 521.5 acres being the southwest portion of said 931.2 acre tract, and partitioned to Edward E. Posey, of record in Volume 1175, Page 518, of the Official Public Records of Hays County, Texas, said iron rod being the southwest corner of said 521.55 acre Aaron Posey tract, and the southwest corner of the herein described tract;

THENCE, with the northwest line of said 521.55 Aaron Posey tract, same being the northwest line of said 931.2 acre tract, and the southeast line of said 1499 acre tract, along or near a fence called for in a boundary line agreement between J. H. Robinson and E. E. Posey of record in Volume 124, Page 496, of the Deed Records of Hays County, Texas, the following fifteen (15) courses:

- 1) N 45° 11' 56" E, 393.70 feet to a fence post;
- 2) N 48° 23' 40" E, 294.34 feet to a fence post;
- 3) N 50° 11' 08" E, 518.35 feet to a fence post;
- 4) N 53° 47' 44" E, 278.58 feet to a fence post;
- 5) N 53° 05' 54" E, 446.64 feet to a fence post;
- 6) N 30° 06' 06" E, 262.30 feet to a fence post;
- 7) N 17° 22' 42" E, 208.90 feet to a 14 inch Live Oak;
- 8) N 53° 56' 33" E, 112.10 feet to a 23 inch Live Oak;
- 9) N 77° 15' 42" E, 285.17 feet to a fence post;
- 10) N 43° 40' 40" E, 874.76 feet to a fence post;
- 11) N 18° 10' 50" E, 377.45 feet to a 30 inch Live Oak;
- 12) N 66° 55' 22" E, 387.53 feet to a fence post;
- 13) N 43° 44' 28" E, 1045.05 feet to a 24 inch Cedar;
- 14) N 09° 33' 02" E, 270.51 feet to a point in the approximate centerline of Purgatory Creek;
- 15) N 29° 02' 26" E, 174.25 feet to a 7 inch Elm found on the north high bank of said Purgatory Creek, in the southerly line of a tract of land called to be 644.89 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 652, of the Official Public Records of Hays County, Texas, for the most westerly northwest corner of said 521.55 acre Aaron Posey tract, and the most westerly northwest corner of the herein described tract;

THENCE, along the north high bank of said Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2

acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following eight (8) courses:

- 1) S 73° 58' 13" E, 71.71 feet to a 30 inch Live Oak;
- 2) N 53° 17' 31" E, 109.49 feet to a 24 inch Live Oak;
- 3) S 71° 45' 54" E, 95.00 feet to an 8 inch Live Oak;
- 4) S 45° 07' 34" E, 406.51 feet to a double 8 inch-12 inch Cedar;
- 5) S 49° 10' 26" E, 207.83 feet to a 12 inch Cedar;
- 6) S 38° 05' 50" E, 163.77 feet to a 24 inch Cedar;
- 7) S 11° 10' 57" E, 74.98 feet to a 12 inch Live Oak;
- 8) S 49° 06' 15" W, 21.65 feet to a 10 inch Cedar at the top of a bluff on the north side of said Purgatory Creek;

THENCE, with the top of the bluff on the north side of Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following two (2) courses:

- 1) S 38° 11' 00" E, 186.65 feet to a 24 inch Cedar;
- 2) S 26° 08' 59" E, 44.64 feet to a 4 inch steel fence post found at the southeasterly corner of said 644.89 acre tract, same being the most westerly southwest corner of a tract of land called to be 659.9 acres, described in a deed to Frost National Bank, Independent Executor & Trustee under the will of Joseph Freeman, of record in Volume 359, Page 863, of the Deed Records of Hays County, Texas;

THENCE, continuing with the top of the bluff along the north side of Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 359.9 acre tract, the following twenty-four (24) courses:

- 1) S 38° 37' 54" E, 194.88 feet to a 20 inch Cedar;
- 2) S 23° 05' 48" E, 144.98 feet to a fence post;
- 3) S 14° 02' 15" E, 211.82 feet to an 11 inch Live Oak;
- 4) S 04° 40' 29" E, 139.98 feet to a fence post;
- 5) S 09° 49' 19" W, 151.17 feet to a fence post;
- 6) S 13° 02' 03" W, 184.87 feet to a 14 inch Cedar;
- 7) S 24° 36' 40" W, 235.14 feet to a 12 inch Cedar;
- 8) S 46° 15' 57" W, 269.96 feet to a fence post;
- 9) S 51° 19' 02" W, 83.65 feet to a fence post;
- 10) S 57° 26' 13" W, 211.29 feet to a 10 inch forked Cedar;
- 11) S 67° 51' 39" W, 292.40 feet to a 12 inch Elm;
- 12) S 53° 11' 33" W, 270.40 feet to a 16 inch Cedar;
- 13) S 48° 38' 33" W, 173.22 feet to a 14 inch Cedar;
- 14) S 39° 43' 05" W, 181.85 feet to a 20 inch Cedar;
- 15) S 46° 41' 09" W, 27.48 feet to a 19 inch Live Oak;
- 16) S 07° 47' 26" W, 63.67 feet to a 15 inch Cedar;
- 17) S 09° 34' 34" E, 122.17 feet to a 19 inch Cedar;
- 18) S 21° 02' 25" E, 95.15 feet to an 18 inch Live Oak;
- 19) S 29° 41' 12" E, 37.43 feet to a 24 inch Live Oak;
- 20) S 55° 58' 24" E, 165.76 feet to a 13 inch Cedar;
- 21) S 69° 05' 17" E, 157.93 feet to a 12 inch dead Cedar;
- 22) S 87° 26' 34" E, 93.93 feet to a 12 inch Cedar;
- 23) N 86° 17' 10" E, 15.00 feet to a 14 inch Cedar;
- 24) S 80° 39' 48" E, 204.22 feet to a fence post;

THENCE, leaving the bluff and continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being



the northeasterly line of said 932.2 acre tract, and the south line of said 359.9 acre tract, along or near a fence, the following three (3) courses;

- 1) S 53° 55' 20" E, 303.37 feet to a fence post;
- 2) S 66° 41' 37" E, 129.33 feet to an 18 inch Cedar;
- 3) S 71° 29' 18" E, 295.73 feet to a 4 inch steel fence post at the southeasterly corner of said 659.9 acre tract, same being the southwesterly corner of a tract of land called to be 300 acres, conveyed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, of the Official Public Records of Hays County, Texas, and described in Volume 98, Page 396, of the Deed Records of Hays County, Texas;

THENCE, continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the south line of said 300 acre tract, the following four (4) courses:

- 1) S 69° 28' 40" E, 50.13 feet to a 15 inch Live Oak;
- 2) S 65° 47' 52" E, 292.97 feet to a 14-inch Elm;
- 3) S 78° 09' 43" E, 301.48 feet to a ½ inch iron rod found;
- 4) S 60° 49' 36" E, 175.55 feet to a 5/8 inch iron rod with cap set on the north high bank of Purgatory Creek, at the southeasterly corner of said 300 acre tract, and in the westerly line of a tract of land called to be 425.55 acres, conveyed to Clovis R. Baker and Medical X-Ray Consultants, P.A. Profit Sharing Plan and Trust, of record in Volume 1158, Page 659, of the Official Public Records of Hays County, Texas, described in Volume 450, Page 187, of the Real Property Records of Hays County, Texas, for a northeasterly corner of said 521.55 acre Aaron Posey tract, a northeasterly corner of said 931.2 acre tract, and a northeasterly corner of the herein described tract;

THENCE, with the easterly line of said 521.55 acre Aaron Posey tract, same being the easterly line of said 931.2 acre tract, the following twenty-two (22) courses:

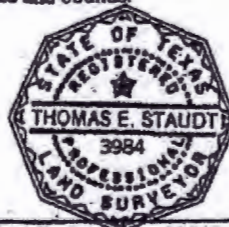
- 1) S 24° 33' 19" W, with the westerly line of said 425.55 acre tract, 97.91 feet to an 18 inch Elm;
- 2) S 11° 32' 00" W, at approximately 34 feet, passing Purgatory Creek and the northwest corner of Lot 40, *The Estates of San Marcos*, a subdivision of record in Volume 5, Pages 180-186, of the Plat Records of Hays County, Texas, and continuing for a total distance of 287.11 feet to a ½ inch iron rod with aluminum cap found for the southwest corner of said Lot 40, same being the northwest corner of Lot 39, of *The Estates of San Marcos*;
- 3) S 20° 44' 35" E, 52.44 feet to a ½ inch iron rod with aluminum cap found;
- 4) S 36° 37' 47" E, 23.85 feet to a ½ inch iron rod with aluminum cap found;
- 5) S 44° 55' 08" E, 236.78 feet to a ½ inch iron rod with aluminum cap found;
- 6) S 45° 21' 42" E, at 225.43 feet passing a ½ inch iron rod found for the southwesterly corner of said Lot 39, same being the northwesterly corner of Lot 37 of *The Estates of San Marcos*, at 329.55 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 37, same being the northwesterly corner of Lot 36 of *The Estates of San Marcos*, and continuing for a total distance of 539.93 feet to a ½ inch iron rod found;
- 7) S 44° 24' 17" E, at 135.41 feet passing a ½ inch iron rod found for the southerly corner of said Lot 36, same being the northwesterly corner of Lot 35 of *The Estates of San Marcos*, and continuing for a total distance of 306.78 feet to a ½ inch iron rod found;
- 8) S 14° 03' 27" E, 38.46 feet to a ½ inch iron rod with aluminum cap found for the southerly corner of said Lot 35, same being the westerly corner of Lot 27 of *The Estates of San Marcos*, same being the northwesterly corner of Lot 26 of *The Estates of San Marcos*;
- 9) S 07° 51' 03" W, 111.97 feet to a ½ inch iron rod with aluminum cap found;

- 10) S 09° 11' 03" W, 149.62 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 26, same being the northwesterly corner of Lot 25 of *The Estates of San Marcos*;
- 11) S 11° 57' 31" W, 161.55 feet to a ½ inch iron rod found for the southwesterly corner of said Lot 25, same being the northwesterly corner of Lot 24 of *The Estates of San Marcos*;
- 12) S 27° 22' 42" W, 69.25 feet to a ½ inch iron rod with aluminum cap found;
- 13) S 34° 39' 27" W, 149.40 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 24, same being the northwesterly corner of Lot 23 of *The Estates of San Marcos*;
- 14) S 33° 34' 36" W, 104.41 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 23, same being the northwesterly corner of Lot 22 of *The Estates of San Marcos*;
- 15) S 33° 02' 09" W, 173.57 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 22, same being the northwesterly corner of Lot 21 of *The Estates of San Marcos*, and the north corner of Lot 18 of *The Estates of San Marcos*;
- 16) S 33° 36' 26" W, 405.61 feet to a ½ inch iron rod with aluminum cap found for the west corner of said Lot 18, same being the north corner of Lot 17 of *The Estates of San Marcos*;
- 17) S 41° 38' 44" W, 199.42 feet to a ½ inch iron rod found;
- 18) S 45° 47' 07" W, 105.78 feet to a ½ inch iron rod found;
- 19) S 44° 54' 58" W, at 45.83 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 17, same being the northwesterly corner of Lot 16 of *The Estates of San Marcos*, at 163.05 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 16, same being the northwesterly corner of Lot 2, of *The Estates of San Marcos*, and the northerly corner of Lot 1 of *The Estates of San Marcos*, and continuing for a total distance of 294.41 feet to a ½ inch iron rod found;
- 20) S 33° 04' 03" W, 100.72 feet to a ½ inch iron rod found for a westerly corner of said Lot 1, same being the most easterly northeast corner of said 521.5 acre Edward E. Posey tract;

THENCE, across said 931.2 acre tract, with the southerly line of said 521.55 acre Aaron Posey tract, and the northerly line of said 521.5 acre Edward E. Posey tract, the following six (6) courses:

- 1) S 64° 39' 05" W, 158.04 feet to a 5/8 inch iron rod with cap set;
- 2) S 34° 51' 18" W, 138.55 feet to a 5/8 inch iron rod with cap set;
- 3) S 60° 38' 40" W, 247.93 feet to a ½ inch iron rod found;
- 4) N 45° 08' 59" W, 1308.44 feet to a ½ inch iron rod found;
- 5) S 44° 51' 55" W, 1386.56 feet to a ½ inch iron rod found;
- 6) N 45° 08' 30" W, 4435.86 feet to the POINT OF BEGINNING containing 537.30 acres of land within these metes and bounds.

Description accompanied by plat.  
 Surveyed by: Staudt Surveying  
 P.O. Box 1273  
 Dripping Springs, Texas 78620  
 512-858-2236



*Thomas E. Staudt*  
 Thomas E. Staudt Registered Professional Land Surveyor No. 3984 Date 2/12/02

Job No. S02080





**EAGLE  
LAND  
SURVEYING**

P.O. Box 2284 Wintersville, Texas 78078 (512) 847-1078 Fax: (512) 847-8522

October 29, 2012

FIELD NOTES DESCRIBING 100.0 ACRES OF LAND, MORE OR LESS, OUT OF THE J. WILLIAMS SURVEY, A-490, IN HAYS COUNTY, TEXAS, SAID 100.0 ACRES BEING OUT OF THAT TRACT OF LAND CALLED 521.55 ACRES, AS DESCRIBED AND RECORDED IN VOLUME 1175, PAGE 518, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 100.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

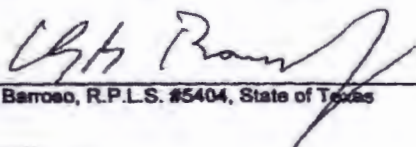
BEGINNING at a 1/2" iron pin set on the Westerly, Northeast line of the afore mentioned 521.55 acre tract, said point being S 45°08'34" E, a distance of 2,149.42 feet from the North corner of the 521.55 acre tract, said 1/2" iron pin being the East corner of the herein described 100.0 acres and being the POINT OF BEGINNING for this description;

THENCE, S 44°24'29" W, across the 521.55 acre tract, a distance of 2,024.45 feet to a 1/2" iron pin found near the fence on the Southwest line of the 521.55 acre tract, said 1/2" iron pin being the South corner of the herein described 100.0 acres;

THENCE, N 45°18'20" W, with the fenced Southwest line of the 521.55 acres, a distance of 2,147.55 feet to a wood fence post found at the West corner of the 521.55 acres, being the West corner of the herein described 100.0 acres;

THENCE, N 44°21'23" E, with the fenced Northwest line of the 521.55 acres, a distance of 2,030.57 feet to a 1/2" iron pin found at the North corner of the 521.55 acres, said point being the North corner of the herein described 100.0 acres;

THENCE, S 45°08'34" E, with the Northerly, Northeast line of the 521.55 acres, a distance of 2,149.42 feet to the POINT OF BEGINNING containing 100.0 acres of land, more or less. These field notes accompany a survey plat dated October 29, 2012, by Eagle Land Surveying, job number 12-142.

  
Clyde Barroso, R.P.L.S. #5404, State of Texas



page one of one  
12-142 fieldnotesA.doc  
cb

**658.513 ACRES**

FIELD NOTES A 658.513 ACRE (28,684,814 SQ. FT.) TRACT OF LAND SITUATED IN HAYS COUNTY OUT OF THE JOHN CARSON SURVEY NO. 3, ABSTRACT NO. 80, THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, THE JOHN WILLIAMS ABSTRACT NO. 490, THE THOMAS H.W. FORSITH SURVEY NO. 2, ABSTRACT NO. 173, AND THE JOHN MAXAMILLIN JR SURVEY NO. 15, ABSTRACT NO. 299 AND BEING THE REMAINDER OF A 716.234 ACRE TRACT OF LAND CONVEYED TO A.J. LEWIS, III TRUSTEE OF RECORD IN VOLUME 769, PAGE 688 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND THE REMAINDER OF A 105.55 ACRE TRACT OF LAND CONVEYED TO JOSEPH T. FREEMAN TRUST OF RECORD IN VOLUME 1189, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: ALL IRON RODS SET ARE ½" REBAR WITH AN ORANGE PLASTIC CAP STAMPED "CAWC".

**BEGINNING** at a ½" iron rod found with a TxDot cap in the northeast right-of-way line of Ranch Road 12 for the northeast corner of a 3.433 acre tract of land conveyed to Hays County of record in Volume 4264, Page 511 of the Official Public records of Hays County, Texas for the southeast corner of this tract (from which a disturbed ½" iron rod found bears South 44°28'58" West, 26.63 feet), said rod also being in the west line of a called 53.84 acre tract conveyed to Joy and Stanford Nolen Revocable trust of record in Volume 5323, Page 579 of the Official Public records of Hays County, Texas.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.433 acre tract the following seven (7) calls:

1. North 65°28'52" West, 156.32 feet to a ½" iron rod found with a TxDot cap for an angle,
2. North 64°40'03" West, 531.84 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the left,
3. Northwesterly with the arc of a curve to the left and, having a radius of 5,561.70 feet, a length of 200.85 feet (Chord bears N 65° 45' 21" W. 200.84 feet) to a ½" iron rod found with a TxDot cap for an angle,
4. North 23°09'12" East, 54.93 feet to a ½" iron rod found with a TxDot cap for an angle,
5. North 66°44'58" West, 1264.69 feet to a ½" iron rod found with a TxDot cap for an angle,
6. South 23°14'55" West, 30.07 feet to a ½" iron rod found with a TxDot cap for an angle, and
7. North 66°44'11" West, 414.92 feet to a ½" iron rod found with a TxDot cap for the north corner of the 3.433 acre tract and the east corner of a 3.025 acre tract of land conveyed to Hays County of record in Volume 4264, Page 511 of the Official Public records of Hays County, Texas for and angle in this tract.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.025 acre tract the following Two (2) calls:

1. North 66°45'39" West, 442.76 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the right,
2. Northwesterly with the arc of a curve to the right and, having a radius of 2,765.96 feet, a length of 287.68 feet (Chord bears N 63° 47' 19" W. 287.55 feet) feet to a BCG nail for the south corner of a 0.362 of an acre tract of land conveyed to Lazy Oaks Ranch, LP of record in Volume 5367, Page 415 of the Official Public Records of Hays County, Texas for an angle in this tract.

**THENCE**, along an unfenced line, North 35°11'12" East, 41.53 feet with a interior west line of this tract and the east line of the 0.362 of an acre tract to a ½" iron rod set for the west corner of a 0.23 of an acre tract of land conveyed to City of San Marcos of record in Volume 1239, Page 104 of the Official Public Records of Hays County, Texas for an interior corner of this tract.



**THENCE**, along an unfenced line, with a southern interior line of this tract and an exterior line of the 0.23 of an acre and 0.362 of an acre tract the following six (6) calls:

1. South 54°44'16" East, 99.89 feet to a ½" iron rod set for an angle,
2. North 35°15'25" East, 100.11 feet to a ½" iron rod found with a Yellow cap for an angle,
3. North 54°48'38" West, at 100.04 feet passing a disturbed ½" iron rod found for the common corner of the 0.23 and 0.362 acre tracts for a total distance of 230.70 feet to a ½" iron rod found with a BSG cap for an angle,
4. South 35°10'35" West, 99.56 feet to a ½" iron rod set for an angle,
5. South 54°54'58" East, 69.92 feet to a ½" iron rod set for an angle, and
6. South 35°17'47" West, 47.80 feet to a ½" iron rod set for the beginning of a curve to the right.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.025 acre tract the following eight (8) calls:

1. Northwesterly with the arc of a curve to the right and, having a radius of 2,764.79 feet, a length of 197.20 feet (Chord bears N 57° 29' 59" W. 197.16 feet) feet to a ½" iron rod found with a TxDot cap for an angle,
2. North 55°26'11" West, 102.23 feet to a ½" iron rod found with a TxDot cap for an angle,
3. North 69°38'09" West, 102.47 feet to a ½" iron rod found with a TxDot cap for an angle,
4. North 55°25'53" West, 278.03 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the left,
5. Northwesterly with the arc of a curve to the left and, having a radius of 2,941.91 feet, a length of 381.27 feet (Chord bears N 59° 11' 15" W. 381.00 feet) feet to a ½" iron rod found with a TxDot cap for an angle,
6. North 62°50'31" West, 147.29 feet to a ½" iron rod found with a TxDot cap for an angle,
7. North 27°22'57" East, 24.98 feet to a ½" iron rod found with a TxDot cap for an angle, and
8. North 63°06'26" West, 12.51 feet to a ½" iron rod found with a TxDot cap in the northwest line of the remainder of the 105.55 acre tract and the southeast line of a 3380.19 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 359, Page 887 of the Official Public records of Hays County, Texas for the north corner of the 3.025 acre tract and the southwest corner of this tract.

**THENCE**, generally along a fenced line, North 49°56'07" East, 4301.33 feet with the northwest line of this tract and the southeast line of the 3380.19 acre tract to a 4-1/2" iron pipe post found for the north corner of the 105.55 acre tract and the south corner of a 94.23 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 1189, Page 99 of the Official Public records of Hays County, Texas for an angle in this tract.

**THENCE**, generally along a fenced line, with the northwest line of this tract and the 716.234 acre tract and the southeast line of the 94.23 acre tract the following Two (2) calls:

1. North 32°58'26" East, 2076.97 feet to a 4-1/2" iron pipe post found for an angle
2. North 37°21'15" East, 2082.73 feet to a 4-1/2" iron pipe post found in a southern line of the 3380.19 acre tract for the northeast corner of the 94.23 acre tract and the northwest corner of the 716.234 acre tract and this tract.

**THENCE**, generally along a fenced line, with the north line of this tract and the 716.234 acre tract and the south line of the 3380.19 acre tract the following Three (3) calls:

1. South 85°18'12" East, 82.80 feet to a ½" iron rod set for an angle,
2. South 84°28'15" East, 452.04 feet to a ½" iron rod set for an angle, and
3. South 84°27'18" East, 432.88 feet to a ½" iron rod found in the center of a dam for the northwest corner of a 155.00 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 1189, Page 99 of the Official Public records of Hays County, Texas for the northeast corner of this tract.

**THENCE**, along an unfenced line, South 26°31'56" East, 2269.03 feet with the northeast line of this tract and the southwest line of the 155.00 acre tract cutting across the 716.234 acre tract to a 4" pipe post found in the northwest line of Country Estates 2 Subdivision for the south corner of the 155.00 acre tract and the northeast corner of this tract.

**THENCE**, generally along a fenced line, with the southeast line of this tract and the 716.234 acre tract and the northwest line of the Country Estates 2 Subdivision the following Two (2) calls:

CAW Consultants, Inc.  
P.O. Box 209    Mason, Texas 76856    Phone (830) 992-0964

1. South 43°31'02" West, 45.63 feet to a 30" tree with a ½" iron rod found in the base for an angle, and,
2. South 25°38'26" West, 5198.16 feet to a 2-7/8" pipe post found for the west corner of the Country Estates 2 Subdivision and the north corner of the 53.84 acre tract for and angle in the 716.234 acre tract and this tract.

**THENCE**, generally along a fenced line, South 43°24'03" West, 1879.39 feet with southeast line of this tract and the 716.234 acre tract and the northwest line of the 53.84 acre tract to the **POINT OF BEGINNING** and containing 658.513 acres of land according to a survey on the ground on November 29, 2018 by CAW Consultants, Inc.

*Craig A. Wallendorf 11-29-18*

Craig A. Wallendorf  
Registered Professional Land Surveyor # 5810

Accompanying Plat Prepared  
File: C/Draw 17-031 Freeman Ranch (M&B 658.513 AC)

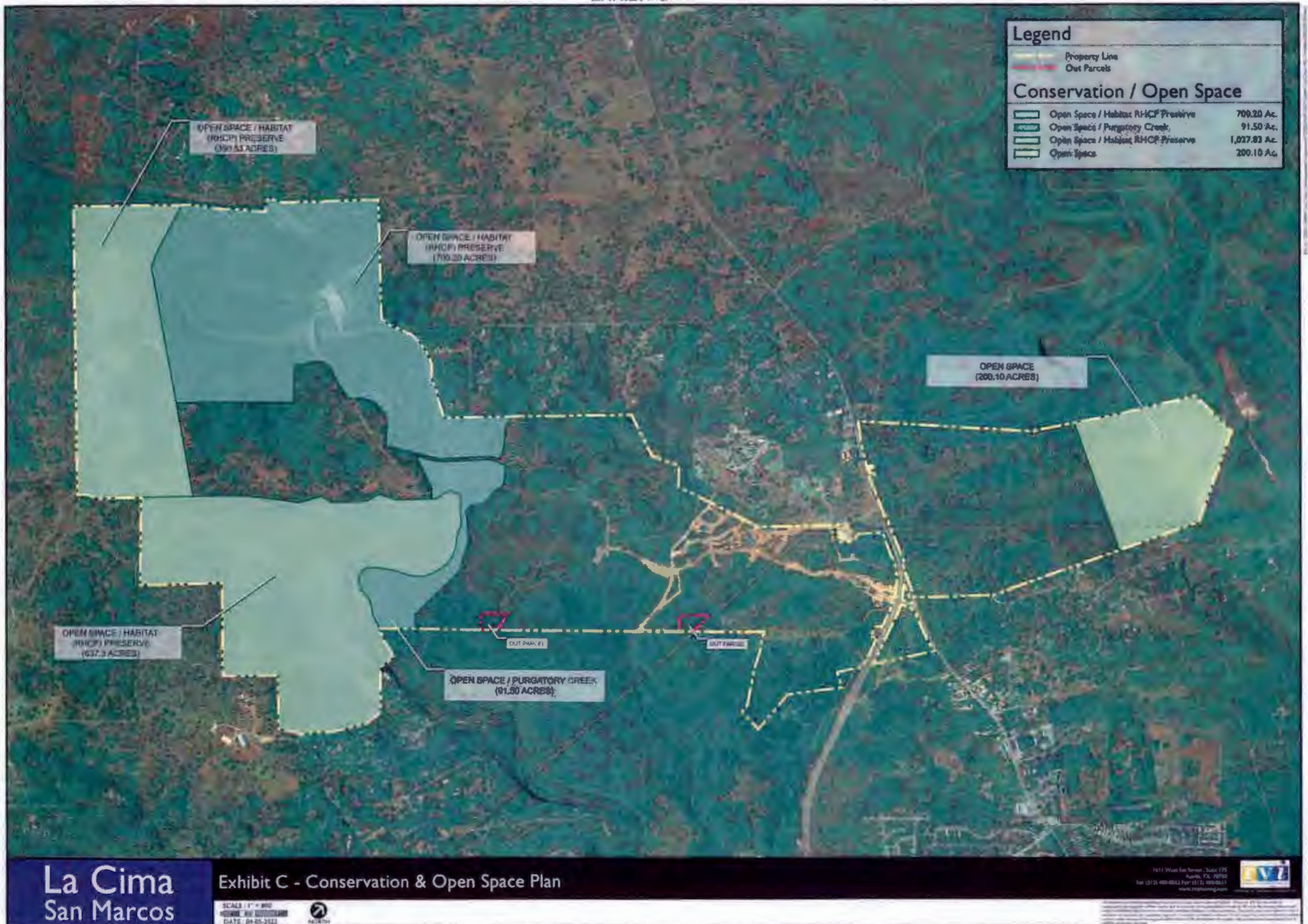








# EXHIBIT C





**Exhibit "D"**

**DEVELOPMENT STANDARDS FOR FILM AND TELEVISION PRODUCTION FACILITIES USES**

**Purpose:** The following development standards applicable to any portion of the Property developed as Film and Television Production Facilities Uses (as defined in the Development Agreement) on the Property are set forth to achieve a unique look and character for such Film and Television Production Facilities Uses. The intent is to maintain a consistent look and character for the perimeter area of such Film and Television Productions Facilities Uses while providing flexibility for the internal studio portions of such Film and Television Production Facilities Uses. Attached as Exhibit "E" is a conceptual rendering of a layout of a studio site, buildings, and parking for the Film and Television Production Facilities Uses on approximately 75 acres of the Property (the "Studio Site").

- 1. Approvals and Controls:** All buildings and site improvements will be submitted to the Film and Television Development Team for conformance with the Architectural Codes and Regulations, and if conforming the specific building or improvement will be submitted to the City of San Marcos for review and approval following compliance with all applicable City Codes and Ordinances. Such buildings and site improvements are intended to be substantially similar to the conceptual Studio Site plan on Exhibit "E", subject to such changes as may be reviewed and approved by the Director of Development Services at the time of site planning.
- 2. Approved Uses:** Without limiting the possible uses that may be applicable to any Film and Television Production Facilities Uses, such Film and Television Production Facilities Uses may include:
  - Production Studios
  - Workshops
  - Production Warehouses
  - Support Commercial Businesses
  - Studio Production Equipment Rental
  - Restaurant, Catering, Mobile Food, and Retail
  - Bar with sale and on premises consumption of alcohol shall require a Conditional Use Permit
  - Temporary Production sets
  - Location and size of facilities not limited, except as noted below
  - Outdoor recreational areas including executive golf activities, climbing Material Storage Areas (Covered or enclosed structures)
- 3. General Development Regulations**
  - A. Block Requirements:** No limit on lot size of the Studio Site.
  - B. Setbacks:**
    - 1. Film and Television Facilities -** Buildings adjacent to Wonder World Drive will have a minimum setback of 100 feet from the Right of Way. Buildings adjacent to West Centerpoint Road will have a setback of 100 feet from the Right of Way.

2. **Future Development** – Buildings adjacent to West Centerpoint Road as part of Future Development will have a setback of 25 feet from the Right of Way.
- C. **Entrances:** Entrances to the Studio Site will be located at the existing curb cut on Wonder World Drive and at Split Rock Path on West Centerpoint Rd generally as shown on the conceptual site plan for the Studio Site attached as Exhibit E. These entrances will provide controlled access to the secured Studio Site. A turnaround location will be provided as part of the Studio Site generally as shown on Exhibit E.
- D. **Driveway Dimensions:** Maximum radius at 30' on Wonderworld Drive.
- E. **Cut and Fill Requirements:** Cut and Fill of 30ft will be allowed for the construction of the Studio Site. The Studio Site will cover approximately 75 acres generally as shown on Exhibit E.
- F. **Fencing:** Perimeter fencing up to a maximum height of 10ft will be allowed around the Studio Site. Decorative fencing will be constructed of steel or aluminum at such locations generally as shown on Exhibit E. No Perimeter fencing associated with the studio site will be located closer than 100ft of any adjacent public Right of Way.
- G. **Signage:** Each building will be allowed two building wall signs or one building wall sign and one monument sign. In addition to this primary signage, site directional signage will be allowed as required for direction of pedestrian or traffic flows. Interior signage will not be limited in size or illumination and will face the interior of the site and will be limited to facades of interior facing buildings, driveways and parking areas.
- H. **Sidewalks:** Sidewalks and/or easements for sidewalks will be provided along all public street frontages, including Wonder World Drive. City may accept in accordance with Section 3.8.1.2 of the Land Development Code as amended on September 1, 2020, as supplemented and modified, a cash fee for the installation of all or part of such sidewalk adjacent to Wonder World Drive.
- I. **Lighting Standards:** Exterior Lighting will be provided with cutoff type fixtures at various mounting heights. Street lighting will be themed, utilitarian security lighting and general illumination lighting will be mounted to allow fixtures to be controlled as production needs occur to override light sensors. All lighting will have controls to allow prescribed areas to be turned on or off as needed by the productions. All lighting will comply with all applicable City Codes and Ordinances.
- J. **Architectural Style:**
  1. **Entry Monuments:** All areas and vehicle entrances from Wonder World Drive and West Centerpoint Road will incorporate natural materials at each entry.
  2. **Building Facades:** The character of building facades will be reflective of the character of the general nonresidential architectural design standards in Section of 1.04.E.2 of the Development Agreement but not held to the percentage of material requirements set forth therein.
- K. **Size/Height:**
  1. Studio Support Businesses adjoining Wonder World Drive and West Centerpoint Road will be limited to 40 feet in height. Buildings will not be limited in area but will require



no more than 100 feet of unbroken mass before a minimum 2 x 2-foot articulation occurs to break the massing.

2. Studio Production Areas including workshops and interior support buildings will be limited to 65 feet in height measured from average grade around buildings to average roof height. Only sound stages may exceed 65 feet in height and a maximum of 90 feet in height.
  3. Office buildings shall be limited to 110' tall, which include lower levels below grade and screening structures on roofs.
  4. Specialty areas such as water towers, silos, or steeples, or any temporary set structure will not be restricted. Temporary shall mean for a period of 180 days with ability to extend time in 180-day increments with City Staff approval.
- L. Materials:** Structures within the Studio Site will have consistent details using brick, concrete, wood appearance, stucco, or stone material, or facades that simulate the same material. Structures include studios and workshops with metal siding, painted or natural concrete, stucco, brick, stone, or wood (or facades that simulate the material). Temporary sets may include plastics or other materials to simulate exterior materials. All materials will be approved by city building officials.
- M. Roofs:**
1. Studio roofs will not be limited in materials or pitch.
- N. Tree Save Areas:** Credit for all Trees saved outside the Limits of Construction within the 209.86 will be applied toward Trees removed within in the 209.86 acres.
- O. Landscaping:**
1. Perimeter landscaping will be grass and indigenous materials with xeriscape characteristics. All perimeter landscaping will at a minimum meet the landscape requirements in Section of 1.04.F of the Development Agreement applicable to Film and Television Productions Facilities Uses.
  2. All interior landscape and parking lot landscape requirements shall be waived and exempt from City of San Marcos and Section of 1.04.F of the Development Agreement within the secured studio area.
- P. Parking Areas:** Parking areas within 100 feet of Wonder World Drive and West Centerpoint Road will be visually screened by evergreen hedges and/or landscaped berms at a typical height of 4 feet.
- Q. Parking Requirements:** The Studio Site will have 65 permanent parking spaces per stage and up to 800 permanent parking spaces will be provided at full build out of the Studio Site. Up to an additional 400 flexible spaces will be provide as needed.
- R. Bicycle Parking:** At minimum one bicycle rack holding up to a minimum of 5 bikes will be provided per building and additional racks provided as needed per developer.
- S. Screening requirements:** All dumpsters located within 200 feet of a Public Street or where visible from a public street will be screened.
- T. Noise Standards:** Outdoor productions generating greater than 85 decibels at the Studio Site boundary require advance notice to residents within 1,500 feet of such productions.

- U. Hours of Operation:** Production schedules will not limit hours of operation.
- V. Transit Stop:** A transit stop will be located adjacent to West Centerpoint Road at or near the intersection of Split Rock Road at such location as mutually agreed to with City and at such time that there is a public need for such transit stop.





Conceptual Rendering of Studio Site

**EXHIBIT - E**  
**SAN MARCOS, TEXAS**  
2021-10-20



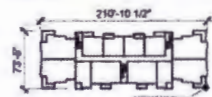


# BUILDING KEY

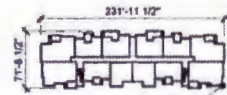


## UNIT TABULATION

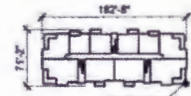
UNIT TYPE	#UNITS	%
A - ONE BEDROOM, ONE BATH	168	54%
B - TWO BEDROOM, TWO BATH	130	43%
C - THREE BEDROOM, TWO BATH	8	3%
TOTAL	304	100%



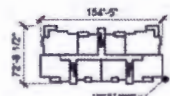
BUILDING 'A' 2 STORY  
3 REGD



BUILDING 'B' 3 STORY  
2 REGD



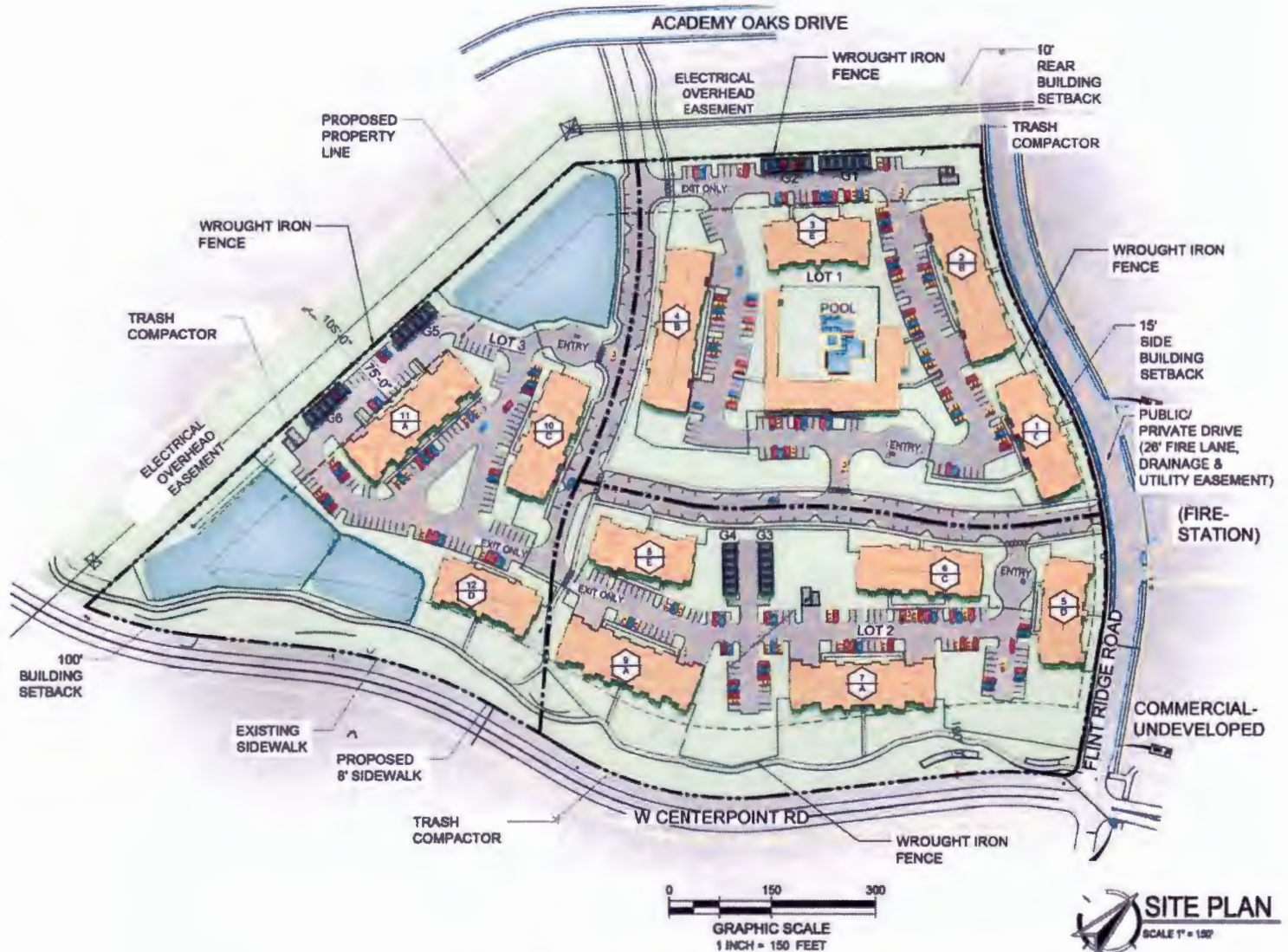
BUILDING 'C' 3 STORY  
3 REGD



BUILDING 'D' OR 'E' TOTAL  
4 REGD

BLDG D  
2 STORY  
2 REGD

BLDG E  
3 STORY  
2 REGD



# EXHIBIT F - LA CIMA PHASE 1 MULTI-FAMILY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the submission of a grant application to the Texas Division of Emergency Management (TDEM) for the Hazard Mitigation Grant Program (HMGP) in the amount of \$153,600.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$38,400.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY/MIKE JONES	BECERRA	N/A

#### SUMMARY

This grant application is for the Hays County Hazard Mitigation Plan update. The purpose of a Hazard Mitigation Plan is to identify the natural hazards that impact communities, identify actions to reduce losses from those hazards, and establish a coordinated process to implement the plan. The application falls under declaration DR-4485. This project was also submitted to DR-4586.

Specifically, the regulation at 44 CFR §201.6(d)(3) reads: A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within five (5) years in order to continue to be eligible for mitigation project grant funding.

The HMGP program will contribute up to 75% of the total project cost and the county will provide up at 25% of the total cost.

Total Project Cost: \$153,600.00

Federal Share: \$115,200.00

County Match: \$38,400.00 (county match may be funded with CDBG-MIT dollars).

##### Attachments:

HMGP4485\_Terms and Conditions

SF-424\_4485

HMGP4485\_Application

# Application - Hays County Hazard Mitigation Plan Update

Draft



## Introduction

## Summary Information

Grant: 4485 Texas Covid-19 Pandemic

Project Type: Planning - Mitigation Action Plan Update

Title: Hays County Hazard Mitigation Plan Update  
Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

## Applicant Information

Applicant: **Hays County**  
**Location:** Hays  
**Type:** County  
**Mailing:** 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666  
**Physical:** 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666  
**FIPS:** 209-99209-00  
**FEIN #:** 74-6002241  
**DUNS #:** 097494884  
**SAM Registration Expiration Date:** Jul 15, 2021  
**SAM Registration Status:** Inactive  
**Congressional District:** 21  
**State Senate District:** 21, 25  
**State Legislative District:** 45, 25  
**Applicant Fiscal Year Ending Month:** 09

Is all above information correct and current?  
Yes

Organization Unit: Countywide  
Used to identify the department submitting the application. Ex. "Public Works"

## Contacts

**Primary Contact:**Mike Jones - Emergency Services Dire [Edit](#)

Email Address: mike.jones@co.hays.tx.us

Phone: 512-618-0302

**Secondary Agent:**Lindsay McClune - Grant Writer [Edit](#)

Organization: Hays County

Email Address: lindsay.mcclune@co.hays.tx.us

Phone: 512-393-2209

**Primary Finance Contact:**Vickie Dorsett - First Assistant County [Edit](#)

Organization: Hays County

Email Address: vickie.dorsett@co.hays.tx.us

Phone: 512-393-2275

**Certifying Official:**Ruben Becerra - County judge [Edit](#)

Organization: Hays County

Email Address: judge.becerra@co.hays.tx.us

Phone: 512-393-2205

**Alternate Contacts:**

Name	Title	Email	Phone	
Simone Corprew	Grant Writer	simone.corprew@co.hays.tx.us	512-749-1161	<a href="#">Edit</a>
Laurie Taylor	Emergency Planner	laurie.taylor@co.hays.tx.us	512-749-1166	<a href="#">Edit</a>

\* indicates a contact whose information may not be current or correct.

**Planning Requirement**

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP. Not required for Plan or Plan Update applications.

Does your community have a current FEMA approved multi-hazard mitigation plan?

Yes

Date of Plan Approval:

Feb 1, 2018

Mitigation Plan Page:

N/A

Page on which the project/activity proposed is listed in the Mitigation Plan.

Mitigation Plan Section:

N/A

Section in which the project/activity proposed is listed in the Mitigation Plan.

Does the community participate in the National Flood Insurance Program (NFIP)?

Yes

Community NFIP Status:

Participating Community

Is the community a member of good standing with the NFIP?

Yes

Date Established:

Jun 16, 1993

NFIP Number (CID):

480321

Project Management:

- ☐ The local jurisdiction will manage the project
- ☒ The local jurisdiction plans to hire a consultant/contractor to manage the project
- ☐ Other

Project management involves planning, executing, controlling, and completing the project in order to achieve specific goals and meet specific success criteria at the specified times, while providing updates on the progress and issues



# Application - Hays County Hazard Mitigation Plan Update

Draft



## Costs

### Cost Line Items

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Type	Description	Qty	Unit	Price	Pre-Award	Total
Project Adm	Organize to Prepare Plan and Create Outreach Strategy	100	Hour	\$ 160.00	No	\$16,000.00
Plan Prepar.	Review Community Capabilities	150	Hour	\$ 160.00	No	\$24,000.00
Plan Prepar.	Conduct Risk Assessment	260	Hour	\$ 160.00	No	\$41,600.00
Plan Prepar.	Develop Mitigation Strategies	260	Hour	\$ 160.00	No	\$41,600.00
Plan Prepar.	Keep the plan Current-Maintenance Plan	50	Hour	\$ 160.00	No	\$8,000.00
Project Adm	Review and Adopt Plan	140	Hour	\$ 160.00	No	\$22,400.00
<b>Worksheet Total</b>						<b>\$0.00</b>
<b>Application Total</b>						<b>\$153,600.00</b>
<b>Grand Total</b>						<b>\$153,600.00</b>

Budget Narrative:

[Budget Narrative](#) 28 KB

May 18, 2022

Attach Files

The jurisdiction will ensure that all project costs are reasonable and necessary for the activity according to 2 CFR § Part 200 Uniform Administrative (URA) Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please include explanation/justification for project and Subrecipient Management Cost amounts.

Subrecipient Management Cost

Will this sub-application be requesting any Subrecipient Management Cost amounts? Opt-In

Cost Line Items

Please specify any project management costs.

Type	Description	Qty	Unit	Price	Total
Award Administrative	Sub-recipient Management Costs- each participating jurisdiction	153	Hour	\$ 50.00	\$7,650.00
Subrecipient Management Cost Total					\$7,650.00

Funding Sources

Method:

☒ By Percent ☐ By Amount

Funding Source / Other Agency

FEMA Share:

75 % \$115,200.00

State Share:

0 % \$0.00

Non-Federal Share - Local Share (Include In-Kind Value):

25 % \$38,400.00

Total Allocated:

100 % \$153,600.00


Subrecipient Management Cost Amount:

\$ 7,650.00

The amount of Subrecipient Management Cost requested for this Project.

Non-Federal Funding Share

List all sources and amounts utilized in the non-federal share including all in-kind services. In-kind services may not exceed 25% non-federal share. If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), attach letters of funding commitment for each non-applicant source.

Source	Name of Source Agency	Funding Source	Amount	Commitment Letter
County Match	Hays County	Administration	\$ 38,400.00	

Funds Commitment Letter lists the sources and amounts utilized in the non-Federal share requirement, including all in-kind services. Funds commitment letters from non-applicant sources

## Cost Effectiveness

Not required for Plan or Plan Update applications

The cost effectiveness methodology used for this project is:

- ☐ Pre-Calculated Benefits: The properties to be acquired meet the criteria for pre-calculated benefits for acquisition for structures located in Special Flood Hazard Areas (SFHA) of \$276,000 per property. If the structure, or any portion of the structure lies within the 100-year SFHA, the structure can utilize the pre-calculated benefits. This must be established with maps which show the structure's footprint delineated against the SFHA. Details of the properties can be found in the Worksheets.
- ☐ Benefit Cost Software: Cost effectiveness for this project has been calculated using the FEMA approved BCA software. The Benefit Cost Ratio has been determined to be: 0. A zip file of the BCA runs is included with this application as required documentation. Details of the properties can be found in the Worksheets. Maintenance Costs must be included in the BCA, although they are not eligible project cost line items in the application budget. Upload an assurance letter from the signature authority that tells how much annual maintenance costs will be, what position or department will be responsible for maintenance, and how often it will be performed.
- ☐ Cost Effectiveness Narrative: Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

## Budget Estimating

The method used to estimate project costs other than replacement costs is:

- ☐ Estimates were obtained from construction contractors and similar vendors
- ☐ Historical data from previous projects/activities were utilized with an inflation factor if necessary
- ☒ Other

Note: Generators that are being used to replace existing units are required to show an increased level of mitigation, such as higher power rating or fuel source that does not require human interaction, i.e. Propane vs. Diesel

Please Explain:

I used the budget from the Hays County 2015 application under the Pre-Disaster Mitigation funding opportunity to mirror the budget developed for this grant and adjust for inflation (attached is the Hays County PDM budget that were used for the 2016 grant submission). In addition, Bastrop County was award recently under HMGP so I

Budgeting Method

	<a href="#">Hays-County-PDM-Budget</a> 14 KB	On May 18, 2022 by Lindsay McClune
---	--	------------------------------------

Provide backup documentation for method used

### **Budget Narrative**

Hays County will be procuring a grant administration consult to perform the activities within the budget. Below is an estimate of the cost per personnel procured for the grant administrative services. Page two provides a description of task outlined in the budget worksheet.

#### **Subrecipient Award Management Costs \$7,680 requested for project**

Project monitoring, traveling for meetings, develop reimbursement requests, conduct compliance and procurement review, develop quarterly reports, collect and document information for all participating entities, oversee the grant timeline, develop a file system, submit final closeout documentation.

#### **Project Manager – \$68,000. 425 hours at \$160.00**

Primary communicator with all participating jurisdictions in setting up all CORE/sub-jurisdictional meetings. Assists in public meetings, news releases and governing board meetings to obtain preliminary and final approval of plan. Facilitates all participating jurisdictions in reporting on community capabilities. Aids in developing mitigation actions that comply with FEMA requirements while also meeting local needs.

#### **Planner/Hazard Mitigation Specialist: \$85, 600. 535 hours at \$160.00**

Technical and report writing, GIS mapping and analysis, data acquisition, meeting and workshop facilitation.

### **Subrecipient Award Management Costs**



Grant manager will establish files, work with planners and participating entities regarding timeline management, develop and submit quarterly reports as required and process and submit all documentation needed project cost reimbursement and grant closeout.

### **Task 1: Organize to Prepare Plan and Create Outreach Strategy**

The Mitigation Planning Committee will have at least one leader from each participating jurisdiction and any additional technical support needed. The committee will proactively work together to create opportunities for its identified partners to participate in developing the hazard mitigation strategy while the local team has the authority to implement it.

**100 hours at \$160.00 per hours for a total of \$16,000.00.**

The following will be completed in the Organize to Prepare Plan:

- Review the current mitigation plan as prepared by Hays County adopted in 2018.
- Refine the plan scope through confirming the overall scope of work and schedule for updating the mitigation plan and reviewing the requirement of a hazard mitigation plan for FEMA approval while documenting the planning process.
- Establish responsibilities and clarify roles of both the CORE and SUB-jurisdictional teams along with an appropriate timeline.
- Develop an outreach strategy to determine who else needs to be involved in the mitigation planning process. At a minimum 5 meetings, all open to the public, will be held from the beginning of the process through adoption of the plan. This will allow the Mitigation Planning Committee to address any public comments or suggestions as they pertain to the plan update. All public and stakeholder input will be discussed at the Mitigation Planning Committee meetings.

The following will be completed in the Create Outreach Strategy:

- Mitigation Planning Committee will rainstorm outreach activities
- Determine public outreach objectives and schedule to possibly include public input in the earlier stages of identifying community assets and problem areas along with the proposed final mitigation strategy
- Identify appropriate outreach methods that will promote and motivate public inclusion
- Develop clear and consistent messages that align with area and community values
- Evaluate and incorporate feedback from outreach activities
- Provide an opportunity for public review of the final draft plan
- Although the specifics will be determined by the CORE team, an example could be that the CORE team will develop a set of outreach materials / presentations and each local representative is responsible for distributing/presenting the materials to their stakeholders / citizens / city councils along with defined ways on how to document this portion of the planning process e.g. date, agenda, meeting attendance, public participation, newspaper articles, etc.

### **Task 2: Review Community Capabilities**

The Mitigation Planning Committee Develop a guideline for the area and local jurisdictions to analyze their capacity. Once developed and approved, conduct area capacity evaluation.

The representative from each jurisdiction Assist the Mitigation Planning Committee in developing guidelines to analyze both the area and local jurisdiction capacity. Once developed and approved by the Mitigation Planning Committee, each jurisdictional team will conduct their local capacity evaluation and report back to the Mitigation Planning Committee.

**150 hours at \$160.00 per hour for a total of \$24,000.00**

**Task 3: Conduct Risk Assessment**

The Mitigation Planning Committee will conduct a risk assessment based on the area’s capacity defined in “Review Community Capabilities” and evaluate how existing capabilities, or lack thereof, contribute to vulnerability by reducing or exacerbating disaster impacts and discuss what capabilities need to be changed or enhanced in the plan’s mitigation strategy. This same risk assessment will be conducted by each SUB-jurisdictional team.

**260 hours at \$160.00 per hours for a total of \$41,600.00**

The risk assessment process will include the following as described in the federal guidelines:

1. *Identify and describe natural and man-made hazards* that affect both the area and local jurisdictions in the planning area through a variety of resources such as the State Hazard Mitigation Plan, National Climatic Data Center, etc. The 10 (ten) hazards listed below that were identified and profiled in the 2018 Plan Update will also be analyzed and considered for inclusion in the Plan Update, as with additional hazards that have been identified by the local planning teams since the 2018 Plan's approval and adoption.

Drought	Extreme Heat
Severe Winter Storms	Lightening
Hailstorms	Windstorms
Tornado	Expansive Soils
Floods	Hurricane/Tropical Storms
Earthquake	Dam/Levee Failure
Wildfire	

2. *Identify Community Assets* in the four major categories of people, economy, built/future environment and natural environment.
3. *Analyze Risks* through the evaluation of vulnerable assets in the multi-jurisdiction area and describe the potential impacts and estimated losses (including potential dollar losses) through a combination of qualitative and quantitative methods depending on the hazard, data, staff, available time and technical resources.
4. *Summarize the vulnerability and develop problem statements* from the previous three steps listed above so that the communities can understand the most significant risks and vulnerabilities and better communicate the findings to their elected officials and other stakeholders to support their mitigation decisions. As directed in the guidelines, the plan will provide an overall summary of each jurisdiction’s vulnerability(ies) to the identified hazards and revising any problem statements that are no longer valid.

**Task 4: Develop Mitigation Strategy**

**260 hours at \$160.00 per hours for a total of \$41,600.00**

1. *Mitigation Goals will be clear*, measurable goals for both the area and local jurisdictions and agreed upon through the planning process for the area & each jurisdiction representing what the community seeks to achieve through mitigation plan implementation and how it needs to be refined in light of experiences gained from its implementation
2. *Mitigation actions will:*
  - Describe status of the existing mitigation actions in the previous plan by discussing their completion or the reasons why the action is no longer relevant.
  - Specify actions, projects, activities or processes that are identified through the planning process to reduce or eliminate long-term hazard risks to people and/or property along with a description of how any priorities have changed since the plan was previously approved.
  - Identify and analyze a comprehensive range of specific area and local participation mitigation actions and projects to reduce the impacts of the hazards identified in the risk assessments.
  - Consider the benefits that would result from the mitigation action versus the costs. As clarified in the guidelines, this does not mean a full FEMA BCA Module but a planning level assessment of whether the costs are reasonable compared to the probable benefits.
3. *The Mitigation Action Plan will* describe how the mitigation actions will be implemented, including how those actions will be prioritized, administered and incorporated into the area and communities' existing planning.

The Mitigation Planning Committee will develop area mitigation strategies with committee consensus. Each jurisdiction will develop local mitigation strategies that with local official/stakeholder input and report back to the Mitigation Planning Committee for inclusion in the mitigation plan.

#### **Task 5: Keep the Plan Current / Maintenance Plan**

The Mitigation Action Committee will develop a long range implementation plan, including providing opportunity for public/stakeholder input, in updating the plan at least every 5 years (documented). Each Jurisdiction will develop a long range implementation plan in updating the local plan with local official review (documented) at least every 5 years.

**50 hours at \$160.00 per hors for a total of \$8,000.00**

#### **Task 6: Review and Adopt the Plan**

Once the final draft has been completed, a final review is necessary from the Mitigation Planning Committee and each jurisdiction, stakeholders and the public. Both the Mitigation Planning Committee and each jurisdiction will provide opportunity and document that the public was given opportunity to comment on the plan.

Once the multijurisdictional and local plans have their final review by the public, the Mitigation Planning Committee will submit the plan to the State Mitigation Planner at TDEM. As suggested in the guidelines, the Approvable Pending Adoption (APA) will be used. This process will allow the jurisdictions to submit the final draft of the mitigation plan to the State and FEMA for review prior to formal adoption by the elected officials or other authorized governing body allowing for any revisions based on suggestions made by FEMA to avoid resubmitting to the governing body twice.

**140 hours at \$160.00 per hour for a total of \$22,400.00**

Application - Hays County Hazard Mitigation Plan Update

Draft



Timeline

Project Milestones

Total # of weeks for entire project: 116

Timeline

Insert the proposed work schedule in phases, i.e., data gathering, risk assessment, etc. This timeline will used as a measurement tool for progress in the plan development and will be reported on quarterly. It will be the basis used to justify delays or extensions, if necessary, and should be estimated carefully.

Task Description	Start Day	End Day
Organize to prepare the plan	1	90
Build Planning Team	1	90
Outreach Strategy/Involve the Public	1	180
Capacity Assessment	91	180
Risk Assessment	91	180
Develop Mitigation Strategy	181	270
Develop long-range Implementation and HMP Maintenance Plan	271	360
Review and Revise Draft Action Plan	361	540
Submit to State/ FEMA REview	541	720
Adopt the Plan	541	720
Project Closeout	631	810

Notes & Comments

There are currently no notes.  
[Be the first to add one](#)





## Hazard Mitigation Grant Program

### Application Certification

Grant Program: HMGP

CFDA #: 97.039

Grant #: 4485

Applicant: Hays County

Project Type: Planning - Mitigation Action Plan Update

Project Title: Hays County Hazard Mitigation Plan Update

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Ruben Becerra

County judge

512-214-3533

*Typed Name of Certifying Official*

*Title*

*Telephone Number*

*Signature of Certifying Official*

*Date Signed*

## GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, Hays County, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
  - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
  - 8. Request for Information and Documentation referred to as "Exhibit H"

## GRANT TERMS AND CONDITIONS

- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

## GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

- G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

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## **GRANT TERMS AND CONDITIONS**

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,



## GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

## GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

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## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.



## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices**. All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

# GRANT TERMS AND CONDITIONS

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.



## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# GRANT TERMS AND CONDITIONS

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## GRANT TERMS AND CONDITIONS

### EXHIBIT F

#### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

## GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

## GRANT TERMS AND CONDITIONS

### EXHIBIT G

Match Certification

#### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

#### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

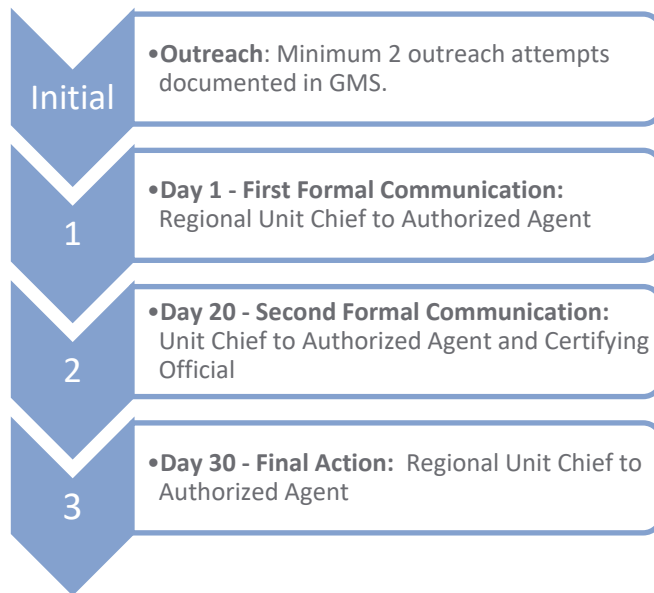


## Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

**Scope:** This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



### RFI Timelines

#### First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

#### Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

**Final Action**

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

\_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

\_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

\_\_\_\_\_ State of Texas Assurances, hereinafter referred to as “Exhibit D”

\_\_\_\_\_ Environmental Review Certification, hereinafter referred to as “Exhibit E”

\_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

\_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

\_\_\_\_\_ Request for Information and Documentation referred to as “Exhibit H”

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

\_\_\_\_\_  
**Signature of Certifying Official**

\_\_\_\_\_  
Ruben Becerra, County Judge

**Printed Name and Title**

\_\_\_\_\_  
5/21/2022

**Date**

### Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

Hays County

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

74-60022415029

**\* c. Organizational DUNS:**

0974948840000

**d. Address:**

**\* Street1:**

712 S. Stagecoach Trail

**Street2:**

**\* City:**

San Marcos

**County/Parish:**

**\* State:**

TX: Texas

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

78666-5999

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

**\* First Name:**

Ruben

**Middle Name:**

**\* Last Name:**

Becerra

**Suffix:**

**Title:**

County Judge

**Organizational Affiliation:**

Hays County

**\* Telephone Number:**

512-393-2205

**Fax Number:**

**\* Email:**

judge.becerra@co.hays.tx.us

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Department of Homeland Security

### 11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

### \* 12. Funding Opportunity Number:

DR-4485-TX

\* Title:

Texas Covid-19 Pandemic DR-4485

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Hays County Hazard Mitigation Plan Update

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-25

\* b. Program/Project TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 10/01/2021

\* b. End Date: 03/31/2023

**18. Estimated Funding (\$):**

* a. Federal	119,421.00
* b. Applicant	
* c. State	
* d. Local	39,807.00
* e. Other	
* f. Program Income	
* g. TOTAL	159,228.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name: Ruben

Middle Name:

\* Last Name: Becerra

Suffix:

\* Title: Hays County Judge

\* Telephone Number: 512-393-2205 Fax Number: 

\* Email: judge.becerra@co.hays.tx.us

\* Signature of Authorized Representative:

\* Date Signed:

## 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 support the San Marcos Chess Club utilizing \$250.00 of the County Judge's available Community Program funds.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	\$250.00

#### 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

The County Judge would like to utilize available funding to assist the San Marcos Chess Club for community chess events to the Historic Courthouse Lawn that are open to both children and adults, to promote community involvement, and to generally bring people in Hays County together. The benefits of chess in education and as a tool to keep your brain sharp with age is scientifically well documented.



5/19/2022

Dear Hays County Judge,

I am writing to request a \$250 donation to the SMTX Chess Club. This donation would be used to buy weighted chess sets for outdoor events on the courthouse lawn. These sets would be used to conduct community chess events that are open to everyone. They would be used to teach both children and adults how to play and improve at chess, to promote community involvement, and to generally bring people in Hays County come together. The benefits of chess in education and as a tool to keep your brain sharp with age is scientifically well documented. The entire mission of the SMTX Chess Club is exclusively for educational, recreational, and social welfare purposes.

Sincerely,

Jeremy Lovelace

SMTX Chess Club President

SMTX Chess Club  
admin@smtxchess.org  
(512) 771-7387  
www.smtxchess.org

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the FY21 funding under the State Criminal Alien Assistance Program (SCAAP).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	N/A

#### LINE ITEM NUMBER

001-618-03.4301

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The County receives funding for the State Criminal Alien Assistance Program (SCAAP) to offset jail operations expenses associated with incarceration of undocumented criminal aliens. Amount awarded in FY 2021 will be determined based on the inmate data submitted with the application. The application is submitted electronically and is due on or before May 9, 2022.

Standard Applicant Information

Project Information

<b>Project Title</b>	<b>Proposed Project Start Date</b>	<b>Proposed Project End Date</b>
Hays County FY21 SCAAP Application	7/1/19	6/30/20
<b>Federal Estimated Funding (Federal Share)</b>	<b>Applicant Estimated Funding (Non-Federal Share)</b>	<b>Program Income</b>
0.00	0.00	0.00
<b>Total Estimated Funding</b>		
-2.00		
<b>Areas Affected by Project (Cities, Counties, States, etc.)</b>		
No items		

Type Of Applicant

**Type of Applicant 1: Select Applicant Type:**  
B: County Government

**Type of Applicant 2: Select Applicant Type:**  
--

**Type of Applicant 3: Select Applicant Type:**  
--

**Other (specify):**  
--

Application Submitter Contact Information

**Application POC Prefix Name**  
--

**Application POC First Name**  
Lindsay

**Application POC Middle Name**  
--

**Application POC Last Name**  
McClune

**Application POC Suffix Name**  
--

**Organizational Affiliation**  
Hays County

**Title**  
--

**Email ID**  
lindsay.mcclune@co.hays.tx.us

**Phone Number**  
5123932209

**Fax Number**  
--

ORINumber  
--

Executive Order and Delinquent Debt Information



Is Application Subject to Review by State Under Executive Order 12372? \*

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

	<b>Name</b> manifest.txt	<b>Date Added</b> 4/26/22
	<b>Name</b> Form SF424_4_0-V4.0.pdf	<b>Date Added</b> 4/26/22
	<b>Name</b> GrantApplication.xml	<b>Date Added</b> 4/26/22

Authorized Representative

Authorized Representative Information

**Prefix Name**  
--

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Suffix Name</b>
Ruben	--	Becerra	--

**Title**  
County Judge

Verify Legal Name, Doing Business As, and Legal Address

**Legal Name**  
HAYS, COUNTY OF

**Doing Business As**  
COUNTY GOVERNMENT

**DUNS**  
097494884

**UEI**  
RH4DFY1GC2R3



**Street 1**

810 S STAGECOACH TRL

**Street 2****City**

SAN MARCOS

**State**

TX

**Zip/Postal Code**

78666

**Congressional District**

35

**Country**

USA

**Certification**

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile I ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

**I confirm this is the correct entity.**

**Signer Name**

Lindsay McClune

**Certification Date / Time**

05/09/2022 09:15 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- Contact your Entity Administrator.
- Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new app correct DUNS/SAM profile.

**SCAAP Applicant Information****Required Information on "Eligible Inmates"**

Reporting Period: July 1, 2019 - June 30, 2020

Details	Count
Accepted Inmate Records	83
Rejected Inmate Records	0
Total Inmates	83
Total Inmates Saved	83

**Required Information on "Eligible Inmates"**

Name	Category	Comment	Uploaded By
SCAAP Work Sheet	SCAAP Inmate File	237	Lindsay McClune

**Inmate records containing errors:**

A-Number	Last Name	First Name	Middle Name	Date of Birth	Inmate ID	Country	Date Incarcerated	Date Released	FBI Nu
No items									

**Required Information on "Correctional Officers"**

Reporting Period: July 1, 2019 - June 30, 2020

Total number of full-time "correctional officers" employed by the applicant government, 181 during the reporting period:

Total number (reported as FTEs) of part time correctional officers employed by the applicant government, during the reporting period: 0

Total Number of full-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period: 0

Total Number of part-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period: 0

Sum of lines 1 through 4: "correctional officer" FTEs (during reporting period): 181

Actual salary expenditure for "correctional officers" during the reporting period. (Enter in dollars; do not use commas) \$8,437,701.15

**"Correctional Officer" salary expenditures detail (for the reporting period)****Salary File Attachments**

Name	Category	Comment	Uploader
<a href="#">SCAAP Salary Expenditures.xlsx</a>	Correctional Officers	CorrectionalOfficers	Lindsay M

**Required Information on "Correctional Facilities"**

Reporting Period: July 1, 2019 - June 30, 2020

"Maximum bed count" for the reporting period	353
"Total all inmate days" for the reporting period	183,905

**"All inmate days, by reporting day" detail (for the reporting period)**

Name	Category	Comment	Upload
<a href="#">SCAAP Inmate Days Data.pdf</a>	Correctional Facilities	CorrectionalFacilities	Lindsay

## Disclosures and Assurances

### SCAAP Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information provided in this application to the FY 2020 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [Program: FY 2020 Program Requirements and Application Instructions](#). I further certify that I have the legal authority to make this certification to OJP, on behalf of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision made by OJP on behalf of the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, if made knowingly, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may be the subject of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 31 U.S.C. § 3801). I further acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by the USDOJ Office of the Inspector General.

Signed

### SignerID

lindsay.mcclune@co.hays.tx.us

### Signing Date / Time

5/9/22 9:13 PM

### SCAAP Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the information provided in this application to the FY 2020 program-- (1) was determined and is reported here using due diligence, a requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Requirement](#) (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, on behalf of the applicant government, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), it may be the subject of criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification information provided in the "Applicant Government and Submitting Government Official."

Signed

**SignerID**

lindsay.mcclune@co.hays.tx.us

**Signing Date / Time**

5/9/22 9:14 PM

**SCAAP Information on "Correctional Officers" and "Facilities"**

On behalf of myself and the applicant government, and in support of this application to the FY 2020 program, I certify to OJP, under penalty of perjury, that the "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2020 program-- (1) was determined and is reported in accordance with the requirements, definitions, and instructions set out in the OJP document entitled [State Criminal Alien Assistance Program: FY 2020 Program Instructions](#), and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the authority to certify to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2020 program, subject to review by USDOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification instructions. "Applicant Government and Submitting Government Official."

Signed

**SignerID**

lindsay.mcclune@co.hays.tx.us

**Signing Date / Time**

5/9/22 9:14 PM

**Other Disclosures and Assurances**

No documents have been uploaded for Other Disclosures and Assurances

Certified

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve extension of the Public Improvement District (PID) Bond Underwriting Services Pool related to RFQ 2019-P04 Bond Underwriting Services for a year, June 1, 2022, through May 31, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	May 24, 2022	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

On May 14, 2019, Commissioners Court approved the Pre-Qualified List of Public Improvement District (PID) Bond Underwriting Services pool related to RFQ 2019-P04 Bond Underwriting Services. The Auditor recommends extending the current pool for a year, June 1, 2022, through May 31, 2023.

Attached  
RFQ 2019-P04 Pre-Qualified PID Bond Underwriting Services Tabulation



RFQ 2019-P04 Bond Underwriting Services

**Prequalified Firms for PID Bond Underwriting Services**

Bank of America Merrill Lynch  
Citigroup Global Markets, Inc.  
Estrada Hinojosa & Company, Inc.  
FMSbonds, Inc.  
Frost Bank  
George K. Baum & Company  
Hutchinson, Shockey, Erley & Co.  
Morgan Stanley  
Piper Jaffray & Co.  
Raymond James & Associates, Inc.  
RBC Capital Markets  
Rice Securities, LLC dba Rice Financial Products Company  
Stifel, Nicolaus & Company, Inc.  
The Baker Group  
UBS Financial Services, Inc.  
UMB Bank, N.A.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with Texas Materials Group, Inc. related to Road Building Materials - Hot Mix pursuant to IFB 2019-B03

#### ITEM TYPE

CONSENT

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Borcherding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On October 29, 2021, the Commissioners Court approved the second contract renewal with Texas Materials Group, Inc. for Road Building Materials - Hot Mix as a result of formal solicitation IFB 2019-B03.

Due to the increase in industry driven prices the Texas Materials Group, Inc. is requesting price increases that range 12-16%. All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Transportation Department utilizes this contract for Road Building Materials throughout the County as needed.

#### Attachments:

Amendment to Contract: Texas Materials Group, Inc.

## **Amendment to Contract**

### **IFB 2019-B03 Road Building Materials – Hot Mix**

1. This amendment (the "Amendment") is made by **Hays County** and **Texas Materials Group, Inc.** parties to the agreement **IFB 2019-B03** dated **October 29, 2021** (the "Contract").

2. Proposed Price Increases: see attached Exhibit “A” for breakdown per item:

- Pickup Items: 16% price increase
- Delivery Items: 12% price increase
- Demurrage Charge: 14% price increase

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**HAYS COUNTY**

**TEXAS MATERIALS GROUP, INC.**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

IFB 2019-B03 Road Building Materials - Hot Mix

Bid Tabulation

Proposed Price Increase 5.9.22

Low Bidder - Primary

			Colorado Materials, Ltd.		Texas Materials Group			
			Renewal 2 Approved Pricing		Renewal 2 Approved Pricing		Proposed new Pricing	
Contract Item Number	Item Number	Description	Bid Price Per Unit (Pickup)	Bid Price Per Unit (Delivered to 2171 Yarrington Road)	Bid Price Per Unit (Pickup)	Bid Price Per Unit (Delivered to 2171 Yarrington Road)	Bid Price Per Unit (Pickup)	Bid Price Per Unit (Delivered to 2171 Yarrington Road)
B03.1	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type A	\$ 44.00	NB	NB	NB	NB	NB
B03.2	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type B	\$ 44.00	NB	\$ 44.00	\$ 56.00	\$ 51.00	\$ 63.00
B03.3	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type C	\$ 44.00	NB	\$ 48.00	\$ 60.00	\$ 55.00	\$ 67.00
B03.4	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type D	\$ 44.00	NB	\$ 48.00	\$ 60.00	\$ 55.00	\$ 67.00
B03.5	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type A	\$ 44.00	\$ 44.00	NB	NB	NB	NB
B03.6	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type B	\$ 44.00	\$ 44.00	\$ 44.00	\$ 56.00	\$ 51.00	\$ 63.00
B03.7	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type C	\$ 44.00	\$ 44.00	\$ 48.00	\$ 60.00	\$ 55.00	\$ 67.00
B03.8	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type D	\$ 44.00	\$ 44.00	\$ 48.00	\$ 60.00	\$ 55.00	\$ 67.00
B03.9	TXDOT Item 347 Thin Overlay Mixtures (TOM)	Type C	NB	NB	NB	NB	NB	NB
B03.10	TXDOT Item 347 Thin Overlay Mixtures (TOM)	Type F	NB	NB	NB	NB	NB	NB
Contract Item Number	Description		Unit of Measure	Bid Price Per Unit	Unit of Measure	Bid Price Per Unit	Unit of Measure	Bid Price Per Unit
B03.11	Material Transportation Service (per mile per ton)		miles	\$.50 min. 10 miles	miles	\$ 0.24	miles	\$ 0.24
B03.12	Demurrage Charge (per hour)		hour	\$ 70.00	hour	\$ 75.00	hour	\$ 85.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept the Performance Bond No. 800054920 in the amount of \$1,064,632.25 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 8.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

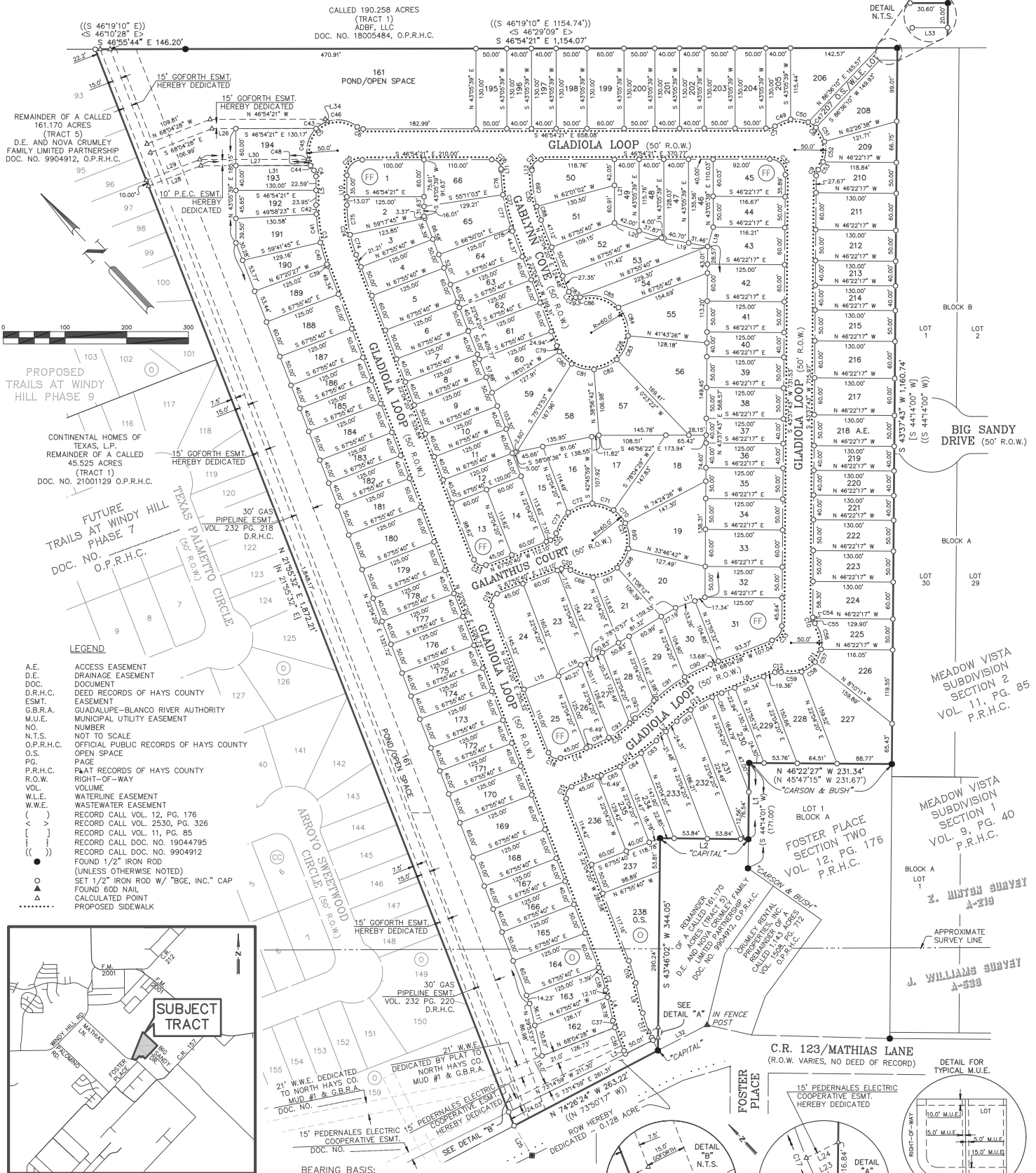
##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

#### SUMMARY

The final plat for the Trails at Windy Hill, Phase 8 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



# FINAL PLAT TRAILS AT WINDY HILL PHASE 8

A SUBDIVISION OF 33.266 ACRES OF LAND  
LOCATED IN THE  
Z. HINTON SURVEY, ABSTRACT NO. 219 AND  
JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538  
HAYS COUNTY, TEXAS

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL  
STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG  
EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED  
ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

OWNERS: THE TRAILS, LLC  
ADDRESS: 1127 NORTH SHOREWOOD DRIVE  
MARBLE FALLS, TX 78654  
PHONE: (512) 879-0400

ACREAGE: 33.266 ACRES  
SURVEY: Z. HINTON SURVEY, ABSTRACT  
NO. 219 AND JONATHAN WILLIAMS  
SURVEY, ABSTRACT NO. 538

NUMBER AND ACREAGE  
BY LOT TYPE:

RESIDENTIAL: 140 LOTS/21.644 ACRES  
OPEN SPACE: 1 LOT/0.303 ACRE  
OPEN SPACE/WATERLINE ESMT: 1 LOT/0.068 ACRE  
POND/OPEN SPACE: 1 LOT/5.779 ACRES  
ACCESS EASEMENT: 1 LOT/0.149 ACRE  
RIGHT-OF-WAY: 5.195 ACRES  
RIGHT-OF-WAY DEDICATION: 0.128 ACRE

PLAT PREPARED: 11/20/2020  
SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)  
PHONE: (512) 879-0441  
ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)  
PHONE: (512) 879-0433

**BGE, Inc.**  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPELS Registration No. F-1046  
TBPELS Licensed Surveying Firm No. 10106502



CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	52.25'	275.00'	10°53'11" N	23°10'12" E	52.17'
C2	30.71'	225.00'	7°49'16" N	25°58'59" E	30.69'
C3	100.90'	275.00'	21°01'18" N	32°35'00" E	100.33'
C4	10.40'	15.00'	39°42'54" N	23°14'11" E	10.19'
C5	147.86'	50.00'	169°25'49" N	88°05'39" E	99.57'
C6	10.40'	15.00'	39°42'54" S	27°02'54" E	10.19'
C7	10.40'	15.00'	39°42'54" S	66°45'49" E	10.19'
C8	148.32'	50.00'	169°57'54" S	01°38'19" E	99.62'
C9	10.40'	15.00'	39°42'54" S	63°29'10" W	10.19'
C10	10.40'	15.00'	39°42'54" S	23°46'16" W	10.19'
C11	128.92'	50.00'	147°43'37" N	77°46'37" E	96.06'
C12	10.40'	15.00'	39°42'54" N	48°13'01" W	10.19'
C13	86.34'	225.00'	21°59'14" N	79°04'05" W	85.81'
C14	106.24'	275.00'	22°08'03" N	78°59'41" W	105.58'
C15	23.56'	15.00'	90°00'00" N	67°04'20" E	21.21'
C16	37.54'	275.00'	7°49'16" S	25°58'59" W	37.51'
C17	42.22'	225.00'	10°45'05" S	23°06'09" W	42.16'
C18	23.56'	15.00'	90°00'00" N	22°55'40" W	21.21'
C19	23.56'	15.00'	90°00'00" S	67°04'20" W	21.21'
C20	15.12'	15.00'	57°46'09" S	39°02'35" E	14.49'
C21	308.49'	60.00'	295°32'17" N	22°04'20" E	64.00'
C22	15.12'	15.00'	57°46'09" S	83°11'16" W	14.49'
C23	23.56'	15.00'	90°00'00" N	22°55'40" W	21.21'
C24	82.55'	225.00'	21°01'18" N	32°35'00" E	82.09'
C25	39.27'	25.00'	90°00'00" S	88°05'39" W	35.36'
C26	23.56'	15.00'	90°00'00" S	01°54'21" E	21.21'
C27	100.90'	275.00'	21°01'18" S	32°35'00" W	100.33'
C28	278.74'	60.00'	266°10'39" S	68°59'01" W	87.64'
C29	22.56'	15.00'	86°10'39" N	21°00'59" W	20.49'
C30	82.55'	225.00'	21°01'18" N	32°35'00" E	82.09'
C31	23.56'	15.00'	90°00'00" S	88°05'39" W	21.21'
C32	39.50'	25.00'	90°32'05" S	01°38'19" E	35.52'
C33	29.80'	25.00'	68°17'48" S	77°46'37" W	28.07'
C34	105.53'	275.00'	21°59'14" N	79°04'05" W	104.88'
C35	86.92'	225.00'	22°08'03" S	78°59'41" E	86.38'
C36	40.54'	275.00'	8°26'51" S	21°57'01" W	40.51'
C37	11.71'	275.00'	2°26'21" S	27°23'37" W	11.71'
C38	30.71'	225.00'	7°49'16" N	25°58'59" E	30.69'
C39	2.82'	275.00'	0°35'12" S	22°21'57" W	2.82'
C40	36.69'	275.00'	7°38'42" S	26°28'54" W	36.67'
C41	46.67'	275.00'	9°43'22" S	35°09'56" W	46.61'
C42	14.72'	275.00'	3°04'01" S	41°33'38" W	14.72'
C43	21.94'	50.00'	25°08'24" S	78°29'30" E	21.76'
C44	9.48'	50.00'	10°51'47" S	08°48'38" W	9.47'
C45	65.18'	50.00'	7°44'14" S	51°35'25" W	60.67'
C46	73.19'	50.00'	83°52'15" N	49°07'34" W	66.83'
C47	15.23'	50.00'	17°27'27" N	12°07'34" W	15.18'
C48	10.86'	50.00'	12°26'23" S	20°27'43" W	10.83'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C49	28.02'	50.00'	32°06'21" N	7°34'05" W	27.65'
C50	29.37'	50.00'	33°39'37" N	37°41'06" W	28.95'
C51	27.01'	50.00'	30°57'13" N	12°04'46" E	26.68'
C52	33.74'	50.00'	38°39'45" N	46°53'15" E	33.10'
C53	14.94'	50.00'	17°07'31" N	74°46'52" E	14.89'
C54	1.71'	15.00'	6°31'16" S	40°22'05" W	1.71'
C55	8.69'	15.00'	33°11'39" S	20°30'38" W	8.57'
C56	44.90'	50.00'	51°27'05" N	29°38'21" E	43.41'
C57	23.00'	50.00'	26°21'03" N	68°32'25" E	22.79'
C58	27.29'	50.00'	31°16'37" S	82°38'44" E	26.96'
C59	33.73'	50.00'	38°38'52" S	47°41'00" E	33.09'
C60	16.74'	225.00'	4°15'44" N	70°12'20" W	16.73'
C61	40.62'	225.00'	10°20'39" N	77°30'32" W	40.57'
C62	28.98'	225.00'	7°22'51" N	86°22'17" W	28.96'
C63	31.82'	275.00'	6°37'45" S	86°44'50" E	31.80'
C64	40.82'	275.00'	8°30'18" S	79°10'48" E	40.78'
C65	33.60'	275.00'	7°00'00" S	71°25'39" E	33.58'
C66	39.53'	60.00'	37°44'44" S	29°01'53" E	38.82'
C67	42.89'	60.00'	40°57'33" S	68°23'02" E	41.98'
C68	36.56'	60.00'	34°54'54" N	73°40'45" E	36.00'
C69	42.55'	60.00'	40°37'44" N	35°54'26" E	41.66'
C70	28.82'	60.00'	27°31'05" N	01°50'01" E	28.54'
C71	36.97'	60.00'	35°18'29" N	29°34'46" W	36.39'
C72	42.64'	60.00'	40°43'03" N	67°35'32" W	41.75'
C73	39.53'	60.00'	37°44'44" S	73°10'34" E	38.82'
C74	33.90'	225.00'	8°37'55" S	26°23'18" W	33.87'
C75	48.65'	225.00'	12°23'24" S	36°53'57" W	48.56'
C76	39.73'	275.00'	8°16'42" S	38°57'18" W	39.70'
C77	55.91'	275.00'	11°38'58" S	28°59'28" W	55.82'
C78	5.25'	275.00'	1°05'38" S	22°37'10" W	5.25'
C79	10.57'	60.00'	10°05'44" S	17°01'28" W	10.56'
C80	28.01'	60.00'	26°44'44" S	01°23'46" E	27.75'
C81	38.00'	60.00'	36°17'11" S	32°54'43" E	37.37'
C82	41.19'	60.00'	39°20'03" S	70°43'20" E	40.39'
C83	43.29'	60.00'	41°20'05" N	68°56'36" E	42.35'
C84	50.17'	60.00'	47°54'22" N	24°19'22" E	48.72'
C85	67.52'	60.00'	64°28'30" N	31°52'04" W	64.01'
C86	7.52'	15.00'	28°42'47" S	49°44'55" E	7.44'
C87	15.04'	15.00'	57°27'51" S	06°39'35" E	14.42'
C88	23.21'	225.00'	5°54'37" S	25°01'39" W	23.20'
C89	59.34'	225.00'	15°06'41" S	35°32'18" W	59.17'
C90	46.83'	275.00'	9°45'24" N	72°57'10" W	46.77'
C91	58.70'	275.00'	12°13'50" N	83°56'47" W	58.59'
C92	12.03'	225.00'	3°03'48" S	88°31'48" E	12.03'
C93	41.25'	225.00'	10°30'16" S	81°44'46" E	41.19'
C94	33.64'	225.00'	8°33'59" S	72°12'39" E	33.61'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 43°47'54" W	123.54'
L2	N 46°10'07" W	143.08'
L3	N 17°43'36" E	5.57'
L4	N 29°53'37" E	50.88'
L5	N 43°05'39" E	46.54'
L6	N 68°04'28" W	92.64'
L7	N 89°56'18" E	45.80'
L8	N 67°55'40" W	51.49'
L9	S 29°53'37" W	50.29'
L10	N 43°05'39" E	48.07'
L11	S 43°05'39" W	2.41'
L12	N 43°05'39" E	2.41'
L13	N 89°56'18" E	45.80'
L14	N 67°55'40" W	51.49'
L15	N 67°55'40" W	60.00'
L16	S 73°49'17" E	60.32'
L17	S 66°32'49" E	50.60'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L18	N 59°15'35" E	32.64'
L19	N 36°14'45" W	76.16'
L20	S 29°10'01" E	79.86'
L21	S 43°05'39" W	102.96'
L22	N 17°43'36" E	23.19'
L23	S 73°14'59" E	9.10'
L24	S 73°14'59" E	16.26'
L25	N 12°08'55" E	56.38'
L26	S 46°54'21" E	38.74'
L27	S 46°54'21" E	177.94'
L28	S 68°04'28" E	91.05'
L29	N 68°04'28" W	92.92'
L30	N 46°54'21" W	175.63'
L31	S 46°54'21" E	121.21'
L32	S 74°13'06" E	89.83'
L33	N 46°54'21" W	28.72'
L34	N 01°54'21" W	5.09'

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
GLADIOLA LOOP	50 FT.	3,596 FT.	LOCAL
GALANTHUS COURT	50 FT.	216 FT.	LOCAL
GABLYNN COVE	50 FT.	369 FT.	LOCAL
TOTAL LINEAR FEET		4,181 FT.	

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	140	21.644 AC.
RIGHT-OF-WAY	-	5.195 AC.
OPEN SPACE	1	0.303 AC.
OPEN SPACE/WATER LINE ESMT.	1	0.068 AC.
POND/OPEN SPACE	1	5.779 AC.
ACCESS EASEMENT	1	0.149 AC.
RIGHT-OF-WAY DEDICATION	-	0.128 AC.
TOTAL	144	33.266 AC.

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET	LOT	BLOCK	SQUARE FEET	LOT	BLOCK	SQUARE FEET	LOT	BLOCK	SQUARE FEET	LOT	BLOCK	SQUARE FEET	LOT	BLOCK	SQUARE FEET
161	O	251,724	181	O	6,250	201	O	5,200	221	O	5,200	1	FF	7,366	23	FF	9,433
162	O	6,341	182	O	5,000	202	O	5,200	222	O	6,500	2	FF	6,012	24	FF	9,571
163	O	6,282	183	O	5,000	203	O	6,500	223	O	6,500	3	FF	5,706	25	FF	7,452
164	O	7,500	184	O	6,250	204	O	6,500	224	O	7,800	4	FF	6,250	26	FF	5,055
165	O	6,250	185	O	5,000	205	O	4,925	225	O	5,978	5	FF	7,500	27	FF	4,993
166	O	5,000	186	O	5,000	206	O	10,168	226	O	8,690	6	FF	6,250	28	FF	5,860
167	O	5,000	187	O	6,250	207	O	2,954	227	O	13,450	7	FF	5,000	29	FF	6,422
168	O	6,250	188	O	7,500	208	O	9,575	228	O	9,396	8	FF	5,000	30	FF	6,341
169	O	7,500	189	O	6,599	209	O	5,804	229	O	7,058	9	FF	6,250	31	FF	10,528
170	O	6,250	190	O	5,709	210	O	6,391	230	O	5,328	10	FF	5,000	32	FF	6,250
171	O	5,000	191	O	7,640	211	O	7,800	231	O	8,291	11	FF	5,000	33	FF	7,500
172	O	5,000	192	O	5,483	212	O	6,500	232	O	10,299	12	FF	4,800	34	FF	6,250
173	O	6,250	193	O	5,140	213	O	5,200	233	O	8,323	13	FF	6,769	35	FF	6,250
174	O	5,000	194	O	7,117	214	O	5,200	234	O	5,487	14	FF	6,817	36	FF	5,000
175	O	5,000	195	O	6,500	215	O	6,500	235	O	5,200	15	FF	6,817	37	FF	5,000
176	O	6,250	196	O	5,200	216	O	7,800	236	O	7,717	16	FF	6,580	38	FF	6,250
177	O	5,000	197	O	5,200	217	O	7,800	237	O	5,442	17	FF	9,101	39	FF	6,250
178	O	5,000	198	O	6,500	218	O	6,500	238	O	13,185	18	FF	11,529	40	FF	5,000
179	O	6,250	199	O	7,800	219	O	5,200				19	FF	11,378	41	FF	6,250
180	O	7,500	200	O	6,500	220	O	5,200				20	FF	9,456	42	FF	7,500
												21	FF	6,531	43	FF	7,362
												22	FF	6,788	44	FF	5,822

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT TRAILS, LLC, BEING THE OWNERS OF A 33.266 ACRE TRACT OF LAND AS CONVEYED TO THEM BY GENERAL WARRANTY DEED RECORDED IN DOC. NO. 20058538 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 33.266 ACRES OF LAND OUT OF THE JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538 AND THE Z. HINTON SURVEY, ABSTRACT NO. 219, BOTH SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 8

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WITNESS MY HAND, THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, A.D.

MATTHEW TRENNER, ASSISTANT SECRETARY  
CONTINENTAL HOMES OF TEXAS, L.P.  
10700 PECAN PARK BLVD, SUITE 400  
AUSTIN, TEXAS 78750

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

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

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME  
MY COMMISSION EXPIRES

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**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**

JONATHAN O. NOBLES, R.P.L.S.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728



DATE

STATE OF TEXAS §  
COUNTY OF HAYS §

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

MARCUS PACHECO  
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §  
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER

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

ELAINE H. CARDENAS, MBA, PhD  
COUNTY CLERK  
HAYS COUNTY, TEXAS

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.

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

TRAILS AT WINDY HILL PHASE 8 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER  
GOFORTH SPECIAL UTILITY DISTRICT

DATE

KURT SELL, PRESIDENT  
NORTH HAYS COUNTY M.U.D. NO. 1

DATE

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION, AND HEREBY APPROVED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, A.D.

CITY OF KYLE, PLANNING & ZONING  
COMMISSION CHAIRPERSON

REVIEWED BY:

LEON BARBA, CITY ENGINEER

DATE

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

DATE

#### GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER. THIS SUBDIVISION FALLS WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0291F, AND 48209C0293F BOTH EFFECTIVE SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- GAS IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE PROVIDED BY FRONTIER.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- ALL MAINTENANCE WITHIN THIS SUBDIVISION, OF EASEMENTS, DETENTION PONDS AND RIGHTS OF WAY TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNER'S ASSOCIATION
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
- THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 143. THE AVERAGE LOT SIZE IS 0.195 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 1. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 142.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

#### GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

- THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
- TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
- OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
- DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
- MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
- CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.



**BGE, Inc.**  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPELS Registration No. F-1046  
TBPELS Licensed Surveying Firm No. 10106502

## FINAL PLAT TRAILS AT WINDY HILL PHASE 8

A SUBDIVISION OF 33.266 ACRES OF LAND  
LOCATED IN THE  
Z. HINTON SURVEY, ABSTRACT NO. 219 AND  
JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538  
HAYS COUNTY, TEXAS



## PERFORMANCE BOND

### KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Atlantic Specialty Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of One Million Sixty Four Thousand Six Hundred Thirty Two and 25/100 (\$1,064,632.25) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/Trails at Windy Hill Phase 8 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

**Remaining site construction including earth work, paving and drainage sanitary sewer and water, landscape, signage and irrigation and amenity.**

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to



perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 27th DAY OF April, 2022 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

By: 

Name: John A. Sparrow

As its: Assistant Secretary

ADDRESS:

10700 Pecan Park Blvd, Suite 400  
Austin TX 78750

STATE OF TEXAS)  
COUNTY OF TRAVIS)

BEFORE ME personally appeared John A. Sparrow who is personally known to me, or has produced Continental Homes of Texas, L.P. dba D.R. Horton, Inc. as identification, and who executed the foregoing instrument as Assistant Secretary of Continental Homes of Texas, L.P. dba D.R. Horton, Inc. and severally acknowledged to and before me

that [he] [she] executed such instrument as Assistant Secretary of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 5 day of MAY, 2022.

My commission expires: 06-30-25



#### SURETY

Atlantic Specialty Insurance Company

WITNESS: Aimee Perondine

Aimee Perondine

BY: Noah William Pierce  
Noah William Pierce, Attorney-In-Fact  
(typed name) its attorney-in-fact  
(power of attorney must be attached)

ADDRESS:  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

\*See Attached Notary\*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME personally appeared \_\_\_\_\_ who is personally known to me, or has produced \_\_\_\_\_ as identification, and who executed the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

Notary Public  
(Seal)

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 27<sup>th</sup> day of April, 2022.



Catherine Thompson  
Notary Public

My commission expires on the 9th day of April, 2027.





## Power of Attorney

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

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

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

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

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

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

STATE OF MINNESOTA  
HENNEPIN COUNTY

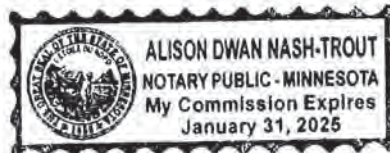


By

*Paul J. Brehm*

Paul J. Brehm, Senior Vice President

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



*Alison Nash-Trout*

Notary Public

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

Signed and sealed. Dated 27th day of April, 2022.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*

Kara Barrow, Secretary



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

**1-800-321-2721**

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

Email: [surety@intactinsurance.com](mailto:surety@intactinsurance.com)

Phone: 1-800-662-0156

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

**1-800-321-2721**

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company  
Paralegal

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

Email: [surety@intactinsurance.com](mailto:surety@intactinsurance.com)

Phone: 1-800-662-0156

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

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte 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

Discussion and possible action to call for a public hearing on June 7, 2022 to establish a 3-way stop location on Goforth Rd at the intersection with Foster Place, per a recent traffic study.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

May 24, 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

In response to the results of a recent traffic study, there is a need to establish a 3-way stop location on Goforth Road at the intersection with Foster Place.



# Goforth Rd & Foster Place

Possible 3-way stop

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 revegetation Letter of Credit extension for El Dorado subdivision until October 12, 2022: LOC #SBPTX303415 in the amount of \$15,938.03.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The revegetation efforts for all disturbed areas within the County ROW for El Dorado subdivision has not met the 70%+ coverage by the time the Letter of Credit is to expire, so the development is asking for more time. This bond extends the life of the warranty until October 12, 2022.

# AmegyBank

\$15,938.63  
EL DORADO SUBD.

ZIONS BANCORPORATION, N.A.  
DBA AMEGY BANK  
INTERNATIONAL BANKING  
1717 WEST LOOP SOUTH, 10TH FL  
HOUSTON, TX 77027  
SWIFT: ZFNB US 55 HOU

MAY 04, 2022

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT NO.: SBPTX303415

BENEFICIARY:  
HAYS COUNTY  
2121 YARRINGTON ROAD, SUITE 200  
KYLE, TEXAS 78640

APPLICANT:  
MILLENNIUM INTERESTS LIMITED  
7719 N HUNTERS COURT DR  
HOUSTON, TEXAS 77055

THIS IS AMENDMENT NO. 1

WE HEREBY AMEND THIS STANDBY LETTER OF CREDIT AS FOLLOWS:

NEW EXPIRY DATE: OCTOBER 12, 2022

AMENDMENT EFFECTIVE AS OF APRIL 12, 2022.

THIS AMENDMENT IS AN INTEGRAL PART OF THE LETTER OF CREDIT REFERENCED HEREIN AND MUST BE ATTACHED THERETO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ZIONS BANCORPORATION, N.A. DBA AMEGY BANK

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

**Blanca Pineda, VP**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the 2-year maintenance bond #107226363 in the amount of \$633,171.00, and the acceptance of roads into the county road maintenance system for 6 Creeks subdivision, Phase 1, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 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 these roads into the county road maintenance system. Roads include: Three Forks Drive (241 ft.), Cold River Run (1,381 ft.), Painted Creek Way (1,197 ft.), Fawn River Run (686 ft.), Eagle Ford Drive (1,048 ft.), Coyote Creek Way (864 ft.), and Fish Creek Lane (155 ft.).

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the 2-year maintenance bond #70187170 in the amount of \$163,290.16, and the acceptance of roads into the county road maintenance system for the Headwaters at Barton Creek subdivision, Phase 2 and Phase 4, Section 1.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: a segment of Hazy Hills Loop (5,342 ft.), a segment of Tierra Trail (789 ft.), Crimson Sky Court (2,064 ft.), Starfire Drive (1,495 ft.), and Smoke Tree Circle (1,231 ft.).

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to call for a public hearing on June 7, 2022 to reduce the current speed limit of 40 MPH on Elder Hill Road, per a recent traffic study, to: 1) 30 MPH from FM 150 to approximately 800 feet east of La Ventana Parkway, then 2) 35 MPH to approximately 500 feet west of Panther Creek Road, then 3) 30 MPH to RR 12.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

May 24, 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

In response to the results of a recent traffic study & public input, there is a need to reduce the speed limit of 40 MPH to 30 MPH and 35 MPH respectively on sections of Elder Hill Rd. (see attached maps)



# Elder Hill Rd (map 1)

FM 150 to La Ventana Parkway

Legend

1 Motor Vehicle Accident

7 Motor Vehicle Accidents



150

3 Motor Vehicle Accidents



170



1 Motor Vehicle Accident

7 Motor Vehicle Accidents

Google Earth

1000 ft





# Elder Hill Rd (map 2)

La Ventana Parkway to Panther Creek Road

Legend

1 Motor Vehicle Accident

1 Motor Vehicle Accident

3 Motor Vehicle Accidents

SPEED  
LIMIT  
35

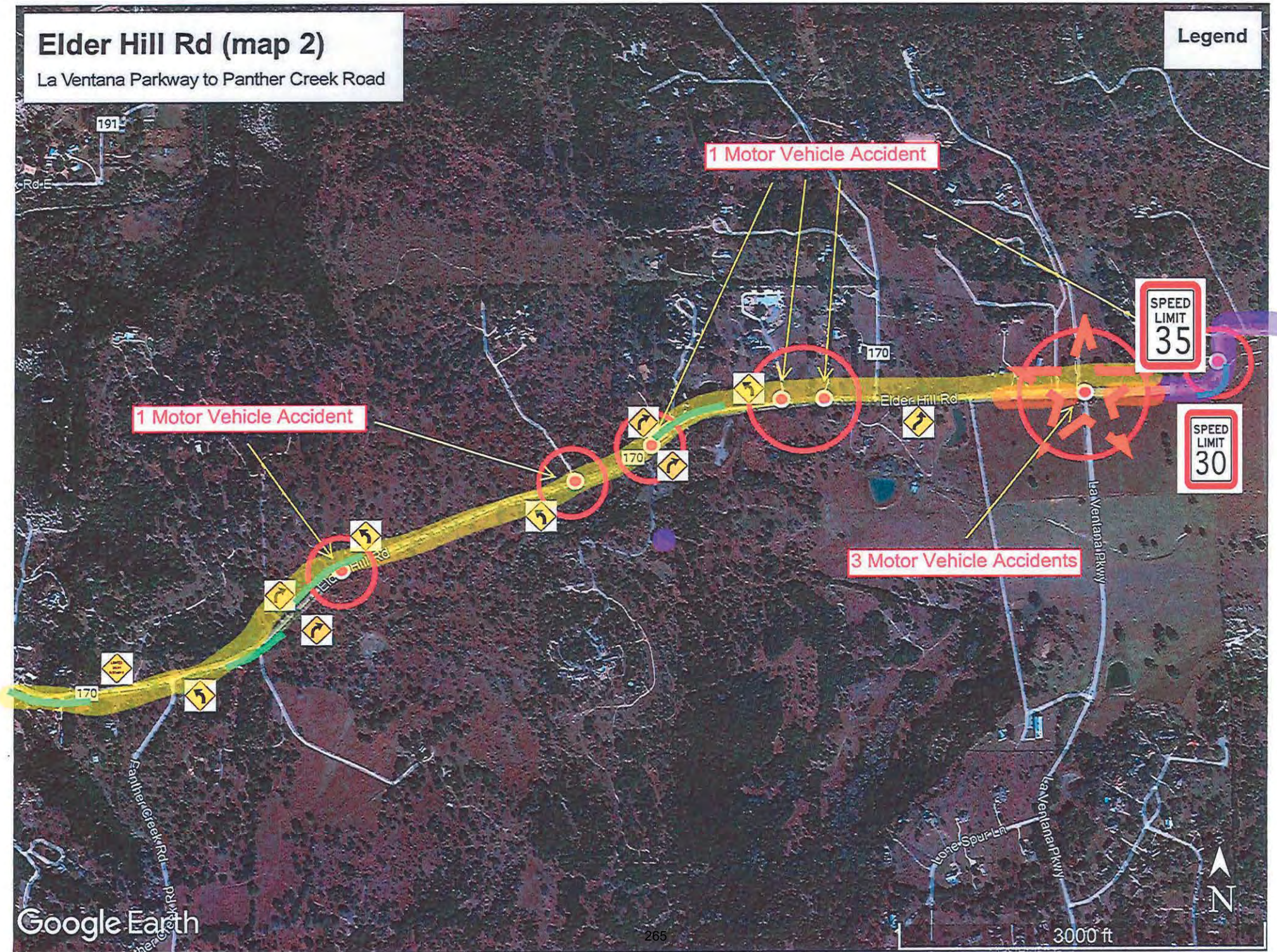
SPEED  
LIMIT  
30

Google Earth

265

3000 ft

N





# Elder Hill Rd (map 3)

Panther Creek Road to Tuscany Drive

Legend

3 Motor Vehicle Accidents

1 Motor Vehicle Accident

1 Motor Vehicle Accident

SPEED  
LIMIT  
30

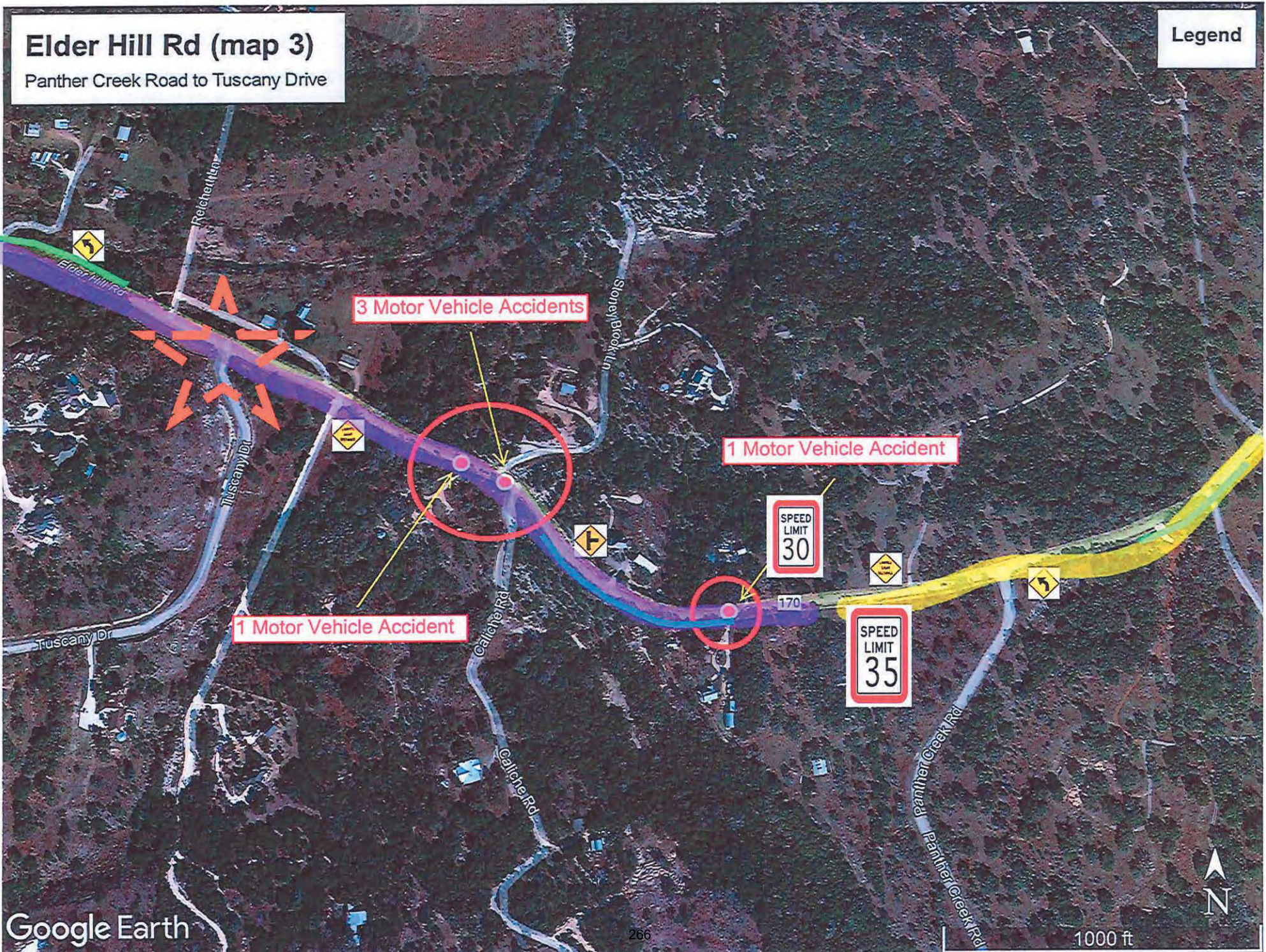
SPEED  
LIMIT  
35

Google Earth

266

1000 ft

N

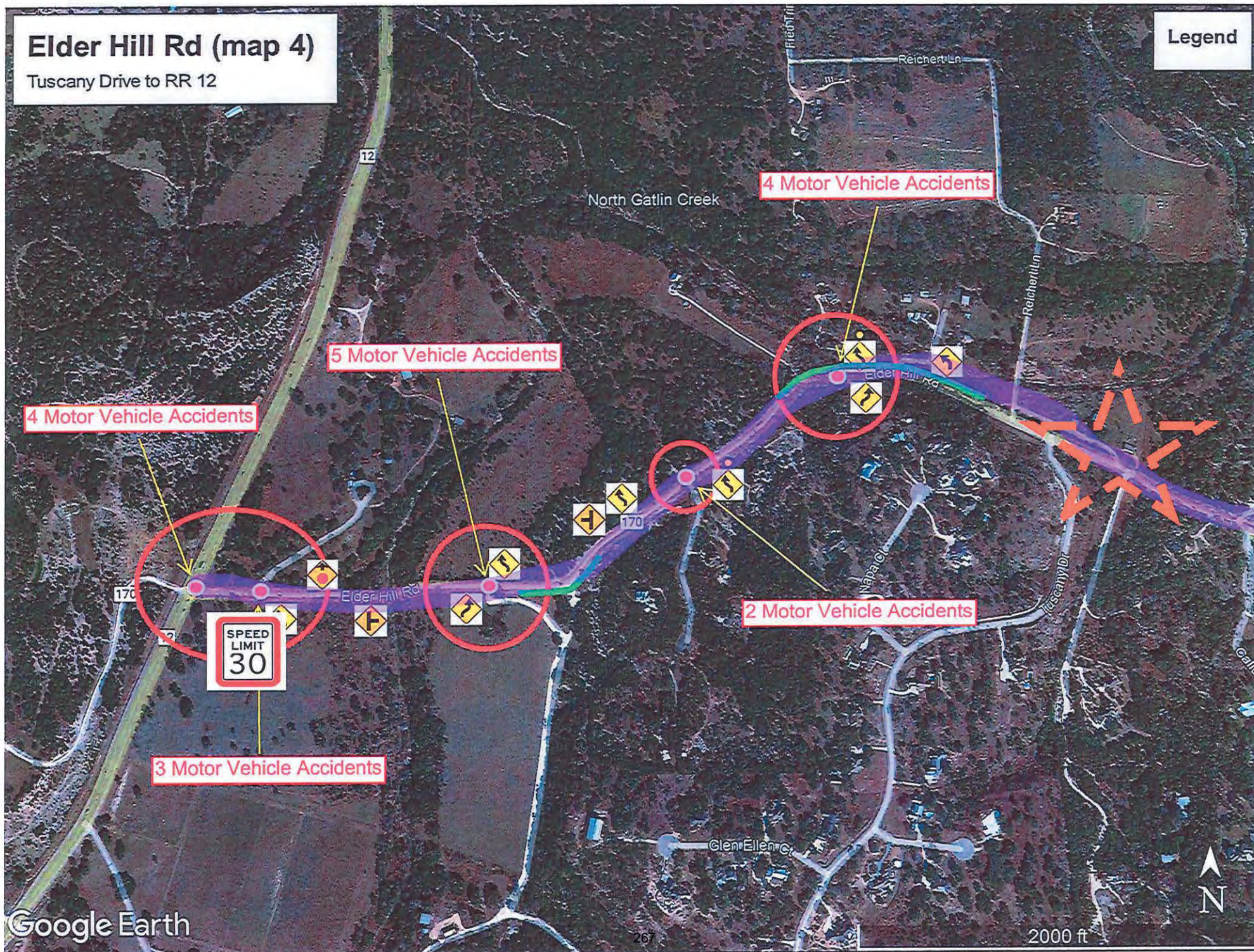




# Elder Hill Rd (map 4)

Tuscany Drive to RR 12

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 Letter of Credit No. SBP702766 for street and drainage improvements for Parten Ranch, Phase 4, Final Plat in the amount of \$1,042,313.95.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

#### SUMMARY

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

# PARTEN RANCH PHASE 4

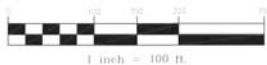
THOMAS WISSMANN  
46.941 ACRES  
1041/376, H.C.D.R.

REMAINDER PORTION  
HM PARTEN RANCH DEVELOPMENT, INC.  
531.542 ACRES  
(DOCUMENT NUMBER 1604247, O.P.R.H.C.)

LOT 18  
WHISPERING OAKS SUBDIVISION  
PHASE TWO  
(7/23)



MATCH LINE SHEET 2



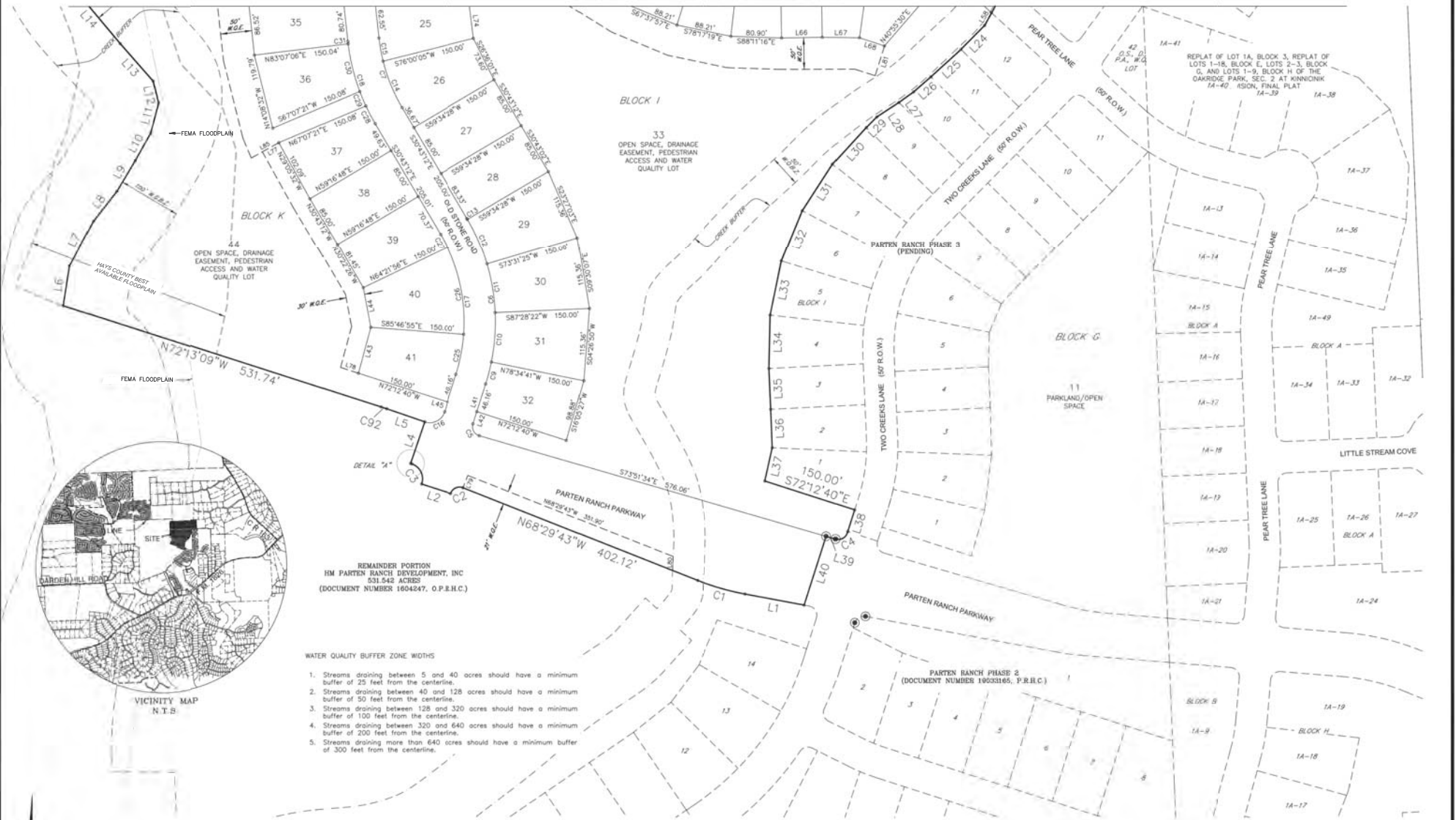
**GBI PARTNERS**  
LAND SURVEYING CONSULTANTS  
7006 181A, BUILDING 2, STE. A • LEANDER, TX 78641  
PHONE: 281-499-4339 • WWW.GBISURVEY.COM  
TBPES # 10194150 • TBPE # F17284

SCALE: 1"=100'	JOB NO. A191004	DATE: 3-08-2022
CREW CHIEF:	FIELD BOOK:	DWG.: 191004-PLAT

SHEET 1 OF 4

# PARTEN RANCH PHASE 4

## MATCH LINE SHEET 1



REMAINDER PORTION  
HM PARTEN RANCH DEVELOPMENT, INC.  
531.542 ACRES  
(DOCUMENT NUMBER 1604247, O.P.R.L.C.)

### WATER QUALITY BUFFER ZONE WIDTHS

1. Streams draining between 5 and 40 acres should have a minimum buffer of 25 feet from the centerline.
2. Streams draining between 40 and 128 acres should have a minimum buffer of 50 feet from the centerline.
3. Streams draining between 128 and 320 acres should have a minimum buffer of 100 feet from the centerline.
4. Streams draining between 320 and 640 acres should have a minimum buffer of 200 feet from the centerline.
5. Streams draining more than 640 acres should have a minimum buffer of 300 feet from the centerline.



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TBPPLS # 10194150 • TBPE # F17284

SCALE: 1"= 100'	JOB NO. A191004	DATE: 3-08-2022
CREW CHIEF:	FIELD BOOK:	DWG.: 191004-PLAT



# PARTEN RANCH PHASE 4

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, JAY HANNA, PRESIDENT, OF HM PARTEN RANCH DEVELOPMENT, INC., THE OWNER OF 73.810 ACRES OF LAND IN THE LAMAR MOORE SURVEY, A-323, HAYS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 531.542 ACRE TRACT OF LAND CONVEYED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN IN DOCUMENT NUMBER 16004247 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS DO HEREBY SUBDIVIDE THE SAID 73.810 ACRE PORTION OF THE SAID 531.542 ACRE TRACT OF LAND IN ACCORDANCE WITH THE PLAT ATTACHED TO BE KNOWN AS "PARTEN RANCH PHASE 4" SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JAY HANNA, PARTNER  
HM PARTEN RANCH DEVELOPMENT, INC.  
1011 N. LAMAR BLVD.  
AUSTIN, TX 78703

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAY HANNA PARTNER OF HM PARTEN DEVELOPMENT, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS THE OWNER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS

OWNER:  
HM PARTEN RANCH DEVELOPMENT, INC.  
1011 N. LAMAR BLVD.  
AUSTIN, TX 78703  
  
SURVEYOR:  
GBI PARTNERS L.L.P.  
FIRM REGISTRATION NO.  
1812 CENTRE CREEK DRIVE  
AUSTIN, TX 78754  
  
ENGINEER:  
LJA ENGINEERING, INC.  
FIRM REGISTRATION NO., F-1386  
7500 RIALTO BOULEVARD, BUILDING II, SUITE 100  
AUSTIN, TX 78735

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, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT WAS 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.

ALAN J. HORTON  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5768

I, DANIEL RYAN, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 48209C 0140F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND SHALL BE CONTAINED WITHIN THE RIGHTS-OF-WAY, OPEN SPACE AND DRAINAGE EASEMENT LOTS, AND DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, OPEN SPACE AND DRAINAGE EASEMENT LOTS AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED MAP.

DANIEL RYAN  
REGISTERED PROFESSIONAL ENGINEER NO. 89458

STATE OF TEXAS  
COUNTY OF HAYS  
CITY OF DRIPPING SPRINGS

THIS PLAT, PARTEN RANCH PHASE 4, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A MINOR PLAT FOR THE ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

MICHELLE FISCHER, CITY ADMINISTRATOR  
STATE OF TEXAS  
COUNTY OF HAYS  
CITY OF DRIPPING SPRINGS  
ENVIRONMENTAL HEALTH DEPARTMENT

NO STRUCTURE WITHIN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SANITARY SEWER SYSTEM OR TO AN INDIVIDUAL ON-SITE SEWAGE FACILITY WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE CONNECTED 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 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.  
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

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

MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS COUNTY OF HAYS  
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M IN THE PLAT \_\_\_\_\_ RECORD OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_  
WITNESS MY HAND AND SEAL OF THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

## NOTES:

- THIS PLAT IS LOCATED ENTIRELY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
- NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- A PORTION OF THE PROPERTY LOCATED WITHIN THIS PLAT LIES WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0140 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- WATER SERVICE WILL BE PROVIDED BY WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. NO INDIVIDUAL WATER WELLS WILL BE ALLOWED.
- ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED BY THE SPRINGHOLLOW MUD TO EACH RESIDENTIAL LOT. NO INDIVIDUAL ON-SITE SEWAGE FACILITY WILL BE ALLOWED.
- ELECTRIC SERVICES SHALL BE SUPPLIED BY PEDERNALES ELECTRIC COOPERATIVE.
- TELEPHONE SERVICE SHALL BE SUPPLIED BY VERIZON OR AT&T.
- ORGANIZED GAS UTILITY SERVICE WILL BE PROVIDED BY TXGAS.
- MINIMUM FRONT SETBACK SHALL BE 25 FEET.
- MINIMUM REAR SETBACK SHALL BE 10 FEET.
- MINIMUM SIDE AND INTERIOR SETBACKS SHALL BE 5 FEET.
- MINIMUM SIDE STREET SETBACK SHALL BE 15 FEET.
- PUBLIC UTILITY EASEMENTS OF 10 FEET SHALL BE LOCATED ON BOTH SIDES OF DEDICATED RIGHT-OF-WAYS.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- LINEAR FOOTAGE OF PARTEN RANCH PARKWAY (LOCAL STREET): 667 L.F.  
LINEAR FOOTAGE OF PEAR TREE LANE (LOCAL STREET): 1,137 L.F.  
LINEAR FOOTAGE OF OLD STONE ROAD (LOCAL STREET): 3,320 L.F.  
TOTAL LINEAR FOOTAGE OF STREET IMPROVEMENTS: 5,124 L.F.
- THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE CITY OF DRIPPING SPRINGS REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
- AREA WITHIN NEW ROAD RIGHT-OF-WAY = 6.703 ACRES.
- DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH HAYS COUNTY REQUIREMENTS OR AS APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE CITY OF DRIPPING SPRINGS MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS AS SET FORTH IN TABLE 721.01 OF THE HAYS COUNTY DEVELOPMENT REQUIREMENTS.
- IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OF THESE STREETS, ROADS AND OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PREPARED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREET, ROAD, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
- THIS PLAT IS SUBJECT TO THE PARTEN RANCH DEVELOPMENT AGREEMENT DATED APRIL 1, 2016 BETWEEN THE CITY OF DRIPPING SPRINGS AND HM PARTEN RANCH, LP., RECORDED IN DOCUMENT NUMBER 2016-16010149, PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THE MUD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE, WASTEWATER AND WATER QUALITY STRUCTURES AND/OR SYSTEMS LOCATED WITHIN THIS SUBDIVISION. WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WATER SYSTEM LOCATED WITHIN THIS SUBDIVISION.
- THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT #6, OR ITS SUCCESSORS.
- ALL DRAINAGE EASEMENTS NECESSARY TO CONVEY CONCENTRATED FLOWS AND FLOODPLAINS FOR FOR BASINS CONTAINING MORE THAN 64 ACRES ARE DEPICTED ON THE PLAT PER HAYS COUNTY REGULATIONS CHAPTER 721.02.
- POST DEVELOPED CONDITION RUNOFF RATE SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES PER HAYS COUNTY REGULATIONS. FIRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- PURSUANT TO CHAPTER 245, SECTION 004 (EXEMPTIONS), THE CONSTRUCTION STANDARDS ADOPTED BY THE HAYS COUNTY AND THE CITY OF HAYS COUNTY ARE NOT EXEMPTED FROM CHANGE AND THIS ARE NOT CONSIDERED GRANDFATHERED. IT IS THE DECISION OF THE HAYS COUNTY TRANSPORTATION AND DEVELOPMENT SERVICES DEPARTMENTS THAT THE CONSTRUCTION AND DESIGN STANDARDS AT THE TIME OF ORIGINAL PLATTING SHALL BE HONORED FOR A PERIOD OF 5 YEARS FROM THE DATE OF FINAL PLAY ACCEPTANCE. IF CONSTRUCTION HAS STARTED PRIOR TO THE FIVE-YEAR EXPIRATION DATE THEN THE PHASES FOR WHICH THE COUNTY HAS COMPLETE CONSTRUCTION PLANS FOR WHICH SHALL BE ALLOWED TO USE THE ORIGINAL STANDARDS. SUBSEQUENT PHASES THAT HAVE NOT BEEN FULLY DESIGNED AND APPROVED AT THAT POINT SHALL BE DESIGN TO THE MOST CURRENT STANDARDS AND SPECIFICATIONS.
- ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
- MAIL BOXES PLACED WITHIN THE R.O.W. SHALL BE AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATION (CHAPTER 721, SUBCHAPTER 2.01).
- SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR SPRING HOLLOW MUD.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
- THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WHOLESALE CONTRACT, FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.
- LOT 33, BLOCK I, LOT 39, BLOCK J, LOT 42, BLOCK K AND LOT 44, BLOCK K CONTAIN USFWS STREAM BUFFER ZONES AND/OR SENSITIVE FEATURE BUFFER ZONES AS INDICATED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS, AND ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- IMPERVIOUS COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED.
- DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OPTIONAL ENHANCED MEASURES.
- LOT 33, BLOCK I, LOT 39, BLOCK J, LOT 42, BLOCK K AND LOT 44, BLOCK K, ARE OPEN SPACE/DRAINAGE/PEDESTRIAN ACCESS/WATER QUALITY LOTS AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
- THIS PLAT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- A STORMWATER CONTROL MEASURES MAINTENANCE PLAN HAS BEEN PREPARED FOR THIS DEVELOPMENT AND IS RECORDED AS DOCUMENT # \_\_\_\_\_, IN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- MAINTENANCE FOR WATER QUALITY EASEMENTS WILL BE PROVIDED HM PARTEN RANCH, INC. OR THEIR ASSIGNS.
- THIS PLAT IS LOCATED WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

## WATER QUALITY NOTES:

- WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF COMPLIANCE WITH CITY OF DRIPPING SPRINGS WATER QUALITY ORDINANCE AND THE APPROVED TCEQ CONTRIBUTING ZONE PLAN FOR THIS TRACT.
- WATER QUALITY EASEMENTS SHALL BE MAINTAINED TO THE STANDARDS SET BY TCEQ RG-348 FOR VEGETATIVE FILTER STRIPS AND GRASSY SWALES. HM PARTEN RANCH DEVELOPMENT, INC WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIR OF WATER QUALITY EASEMENTS.
- SEPTIC FIELDS, TANKS OR FACILITIES ARE PROHIBITED WITHIN THE WATER QUALITY EASEMENTS.
- PARKING OF ANY VEHICLES, TRAILERS OR BOATS IS PROHIBITED WITHIN WATER QUALITY EASEMENTS.
- ALL WATER QUALITY EASEMENTS ARE TO REMAIN UNDISTURBED WITH NO IMPERVIOUS COVER OR ABOVE GROUND STRUCTURES EXCEPT FOR THE FOLLOWING:
- LOW IMPACT PARKS AND OPEN SPACE LIMITED TO SIDEWALKS, TRAILS, PICNIC FACILITIES AND SIMILAR CONSTRUCTION THAT DOES NOT SIGNIFICANTLY ALTER THE EXISTING VEGETATION WHEN APPROVED BY THE CITY ENGINEER.
- WATER METERS, ELECTRIC BOXES AND ANY OTHER UTILITY DESIGNED TO SERVICE RESIDENTIAL LOTS.
- TERRACING TO REDUCE SLOPE WHEN APPROVED BY THE CITY ENGINEER.
- LANDSCAPING IMPROVEMENTS SHALL BE LIMITED TO PERVIOUS, VEGETATIVE IMPROVEMENTS WITH NO HARDCAPE AND NO INCREASE IN SLOPES.
- WATER QUALITY AND STORMWATER SYSTEM IMPROVEMENTS WHEN APPROVED BY THE CITY ENGINEER.



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SCALE: 1"= 100'	JOB NO. A191004	DATE: 3-23-2022
CREW CHIEF:	FIELD BOOK:	DWG.: 191004-PLAT

# PARTEN RANCH PHASE 4

CURVE TABLE				
NUMBER	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	78.87'	411.00'	10°59'43"	N73°59'34"W
C2	24.53'	15.00'	93°42'57"	S64°38'49"W
C3	38.79'	25.00'	88°53'53"	N26°39'36"W
C4	23.14'	15.00'	88°22'25"	S61°56'50"W
C5	23.98'	15.00'	91°38'54"	S28°02'07"E
C6	275.16'	325.00'	48°30'32"	N06°27'56"W
C7	117.76'	275.00'	24°32'08"	S18°27'08"E
C8	23.56'	15.00'	90°00'00"	S38°48'56"W
C9	36.12'	325.00'	6°22'02"	N14°36'19"E
C10	79.12'	325.00'	13°56'57"	N04°26'50"E
C11	79.12'	325.00'	13°56'57"	N09°30'07"W
C12	79.12'	325.00'	13°56'57"	N23°27'03"W
C13	1.67'	325.00'	0°17'40"	N30°34'22"W
C14	80.26'	275.00'	16°43'17"	S22°21'34"E
C15	37.51'	275.00'	7°48'51"	S10°05'29"E
C16	38.75'	25.00'	91°06'07"	N63°20'24"E
C17	232.83'	275.00'	48°30'32"	S06°27'56"E
C18	139.17'	325.00'	24°32'08"	S18°27'08"E
C19	21.03'	25.00'	48°11'23"	S30°16'45"E
C20	162.65'	50.00'	186°22'46"	S38°48'56"W
C21	21.03'	25.00'	48°11'23"	N72°05'22"W
C22	212.06'	325.00'	37°23'08"	N77°29'30"W
C23	337.69'	445.00'	43°28'45"	N80°32'18"W
C24	309.19'	325.00'	54°30'28"	N75°01'26"W
C25	65.14'	275.00'	13°34'15"	N11°00'13"E
C26	143.28'	275.00'	29°51'09"	N10°42'30"W
C27	24.41'	275.00'	5°05'08"	N28°10'38"W
C28	31.98'	325.00'	5°38'18"	S27°54'03"E
C29	25.01'	325.00'	4°24'30"	S22°52'39"E
C30	78.23'	325.00'	13°47'30"	S13°46'39"E
C31	3.95'	325.00'	0°41'50"	S08°31'58"E
C32	39.46'	50.00'	79°35'40"	S14°34'37"E
C33	64.90'	50.00'	74°22'07"	S62°24'16"W
C34	28.29'	50.00'	32°24'59"	N64°12'11"W
C35	69.31'	325.00'	12°13'09"	S89°55'31"W
C36	79.12'	325.00'	13°56'57"	N76°59'26"W
C37	63.63'	325.00'	11°13'02"	N64°24'26"W
C38	111.57'	445.00'	14°21'54"	S65°58'52"E
C39	99.84'	445.00'	12°51'16"	S79°35'27"E
C40	99.84'	445.00'	12°51'16"	N87°33'17"E
C41	26.45'	445.00'	3°24'19"	N79°25'29"E
C42	29.87'	325.00'	5°16'00"	S80°21'19"W
C43	69.73'	325.00'	12°17'37"	S89°08'08"W
C44	69.69'	325.00'	12°17'09"	N78°34'29"W
C45	69.65'	325.00'	12°16'43"	N66°17'33"W
C46	69.61'	325.00'	12°16'21"	N54°01'01"W
C47	0.63'	325.00'	0°06'39"	N47°49'31"W
C48	39.27'	25.00'	90°00'00"	S38°48'56"W
C49	179.44'	275.00'	37°23'08"	N77°29'30"W
C50	375.63'	495.00'	43°28'45"	S80°32'18"E
C51	261.62'	275.00'	54°30'28"	N75°01'26"W
C52	18.11'	275.00'	3°46'23"	S85°42'08"W
C53	143.08'	275.00'	29°48'40"	N77°30'20"W
C54	18.25'	275.00'	3°48'05"	N60°41'58"W
C55	51.82'	495.00'	5°59'53"	S61°47'52"E
C56	71.46'	495.00'	8°16'16"	S68°55'56"E
C57	71.46'	495.00'	8°16'16"	S77°21'11"E
C58	71.46'	495.00'	8°16'16"	S85°28'27"E
C59	71.46'	495.00'	8°16'16"	N85°15'16"E
C60	37.99'	495.00'	4°23'48"	N79°55'14"E
C61	19.48'	275.00'	4°03'28"	S79°45'04"W
C62	125.97'	275.00'	26°14'41"	N85°05'51"W
C63	90.67'	275.00'	18°53'26"	N62°31'48"W
C64	25.51'	275.00'	5°18'53"	N50°25'38"W
C65	23.56'	15.00'	90°00'00"	S51°11'04"E
C66	226.22'	325.00'	39°52'50"	N76°14'39"W
C67	166.11'	275.00'	34°36'30"	S73°36'28"E
C68	244.92'	325.00'	43°10'39"	N69°19'24"W
C69	190.59'	325.00'	33°36'02"	N79°23'03"W
C70	35.62'	325.00'	6°16'48"	N59°26'38"W
C71	90.75'	275.00'	18°54'25"	S65°45'26"E
C72	75.36'	275.00'	15°42'05"	S83°03'41"E
C73	24.10'	325.00'	4°14'56"	N88°47'15"W
C74	60.42'	325.00'	10°39'06"	N81°20'14"W
C75	60.39'	325.00'	10°38'49"	N70°41'16"W
C76	60.37'	325.00'	10°38'34"	N60°02'34"W
C77	39.63'	325.00'	6°59'13"	N51°13'41"W
C78	191.41'	275.00'	39°52'50"	N76°14'39"W
C79	196.31'	325.00'	34°36'30"	S73°36'28"E
C80	207.24'	275.00'	43°10'39"	N69°19'24"W
C81	34.04'	325.00'	6°00'03"	S59°18'15"E
C82	60.44'	325.00'	10°39'22"	S67°37'57"E
C83	60.44'	325.00'	10°39'22"	S78°17'19"E
C84	41.38'	325.00'	7°17'44"	S87°15'51"E
C85	43.45'	275.00'	9°03'08"	N86°23'09"W
C86	128.59'	275.00'	26°47'33"	N68°27'49"W
C87	35.19'	275.00'	7°19'58"	N51°24'03"W
C88	10.27'	25.00'	23°32'05"	N17°57'06"W
C89	10.76'	25.00'	24°39'18"	N42°02'48"W
C90	70.79'	117.51'	34°30'50"	N13°50'44"E
C91	86.12'	142.53'	34°37'10"	N13°54'00"E
C92	9.40'	485.00'	1°06'36"	N71°39'51"W

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N79°29'26"W	96.14'
L2	N72°12'40"W	50.00'
L3	N71°06'33"W	2.31'
L4	N18°53'22"E	70.00'
L5	N71°06'33"W	64.35'
L6	N08°49'53"E	64.14'
L7	N27°52'38"E	80.24'
L8	N37°59'54"E	61.26'
L9	N30°42'32"E	56.46'
L10	N29°27'50"E	49.96'
L11	N14°51'08"E	49.96'
L12	N13°48'13"W	37.14'
L13	N41°26'32"W	79.17'
L14	N40°03'10"W	121.18'
L15	N19°46'13"W	81.20'
L16	N08°06'07"E	81.20'
L17	N10°03'13"E	45.67'
L18	N03°21'25"W	65.50'
L19	N07°17'12"E	68.97'
L20	N02°26'56"E	52.33'
L21	N06°00'58"W	147.48'
L22	S02°22'34"E	79.20'
L23	S28°59'40"W	110.68'
L24	S44°45'45"W	53.76'
L25	S47°48'59"W	65.09'
L26	S49°03'54"W	36.56'
L27	S54°28'20"W	28.96'
L28	S56°53'29"W	42.22'
L29	S44°46'26"W	23.73'
L30	S42°33'58"W	79.14'
L31	S35°57'37"W	88.22'
L32	S22°18'14"W	88.22'
L33	S11°38'51"W	88.22'
L34	S01°17'31"W	84.91'
L35	S02°29'21"E	65.00'
L36	S02°12'15"E	61.23'
L37	S12°31'06"W	54.27'
L38	S17°45'13"W	36.23'
L39	N73°51'34"W	15.43'
L40	S17°45'13"W	114.80'
L41	S17°47'20"W	66.46'
L42	N17°47'20"E	20.30'
L43	N15°08'31"E	75.57'
L44	N10°42'30"W	64.39'
L45	N17°47'20"E	16.33'
L46	N06°11'04"W	25.00'
L47	N06°11'04"W	5.02'
L48	N83°48'56"E	53.24'
L49	S58°47'55"E	18.09'
L50	S58°47'55"E	25.00'
L51	S58°47'55"E	16.85'
L52	S58°47'55"E	1.24'
L53	N47°46'12"W	68.64'
L54	N87°35'03"E	7.90'
L55	N47°44'05"W	59.90'
L56	S47°44'05"E	54.00'
L57	N28°59'40"E	51.37'
L58	N28°59'40"E	22.65'
L59	N28°59'40"E	36.67'
L60	S87°35'03"W	71.15'
L61	S87°35'03"W	46.17'
L62	S77°30'20"E	64.31'
L63	S85°17'47"E	56.82'
L64	S83°48'56"W	59.14'
L65	N47°46'12"W	18.02'
L66	N89°05'17"E	65.00'
L67	S89°19'47"E	58.79'
L68	S71°54'14"E	41.90'
L69	S85°46'30"E	51.87'
L70	S85°57'52"E	54.08'
L71	N89°05'17"E	65.00'
L72	S79°35'27"E	66.04'
L73	N87°33'17"E	66.04'
L74	S07°01'13"E	79.56'
L75	S31°12'05"W	30.00'
L76	S31°12'05"W	30.00'
L77	S60°54'28"W	30.00'
L78	S72°12'40"E	30.03'
L79	S21°30'17"W	21.00'
L80	N02°59'29"E	22.15'
L81	S17°40'23"W	50.00'
L82	S28°45'20"W	50.00'
L83	S31°12'05"W	50.00'
L84	N33°44'46"E	50.00'
L85	S60°54'28"W	50.30'
L86	N76°28'52"W	50.00'
L87	S58°50'16"E	23.33'

BLOCK K		
LOT	AREA (S.F.)	AREA (AC.)
13	12,861	0.295
14	10,611	0.244
15	9,750	0.224
16	10,636	0.244
17	11,038	0.253
18	11,038	0.253
19	10,483	0.241
20	9,750	0.224
21	14,202	0.326
22	12,750	0.293
23	12,750	0.293
24	12,750	0.293
25	13,514	0.310
26	14,445	0.332
27	12,750	0.293
28	12,750	0.293
29	14,337	0.329
30	14,337	0.329
31	14,337	0.329
32	13,498	0.310
33	378,975	8.700

BLOCK J		
LOT	AREA (S.F.)	AREA (AC.)
8	702	0.016
9	12,505	0.287
10	13,843	0.318
11	11,612	0.267
12	11,780	0.270
13	12,239	0.281
14	12,239	0.281
15	12,238	0.281
16	12,238	0.281
17	11,966	0.275
18	14,251	0.327
19	12,750	0.293
20	12,750	0.293
21	12,750	0.293
22	13,110	0.301
23	15,790	0.362
24	14,487	0.333
25	12,750	0.293
26	12,750	0.293
27	12,750	0.293
28	12,750	0.293
29	10,516	0.241
30	9,750	0.224
31	9,750	0.224
32	11,621	0.297
33	11,303	0.259
34	9,750	0.224
35	10,257	0.235
36	11,035	0.253
37	11,031	0.253
38	11,027	0.253
39	291,702	6.697

BLOCK K		
LOT	AREA (S.F.)	AREA (AC.)
5	11,325	0.260
6	12,749	0.293
7	12,738	0.292
8	12,725	0.292
9	12,710	0.292
10	11,867	0.272
11	11,579	0.266
12	12,533	0.288
13	12,533	0.288
14	14,220	0.326
15	16,776	0.385
16	12,750	0.293
17	12,750	0.293
18	12,750	0.293
19	14,028	0.322
20	14,337	0.329
21	15,503	0.356
22	14,379	0.330
23	20,155	0.463
24	17,056	0.392
25	12,750	0.293
26	12,750	0.293
27	12,750	0.293
28	12,750	0.293
29	12,750	0.293
30	12,750	0.293
31	12,750	0.293
32	12,750	0.293
33	12,750	0.293
34	12,750	0.293
35	12,841	0.295
36	14,575	0.335
37	13,685	0.314
38	12,750	0.293
39	13,237	0.304
40	15,812	0.363
41	14,127	0.324
42	422,859	9.708
43	97,603	2.241
44	622,154	14.283

## LEGEND

	= BENCHMARK
	= FOUND IR





Letters of Credit Department  
1200 San Bernardo Ave.  
Laredo, TX 78040  
Tel: (956) 722-7611 Ext. 26442 Fax: (956) 794-8142  
Email: lcdepartment@ibc.com SWIFT: IBCLUS44  
Member International Bancshares Corporation-Member FDIC

## IRREVOCABLE LETTER OF CREDIT NO. SBP702766

TO: Hays County, Texas  
111 E. San Antonio St.- Suite 300  
San Marcos, Texas 78666

ISSUER: International Bank of Commerce

CUSTOMER: HM Parten Ranch Development, Inc.

AMOUNT: \$1,042,313.95

SUBDIVISION: Parten Ranch, Phase 4

DATE: April 28, 2022

EXPIRATION DATE: April 28, 2023

The ISSUER hereby establishes this Credit and shall duly honor all drafts drawn and presented in accordance with this Credit. Hays County may draw on the ISSUER for the account of the CUSTOMER up to the aggregate AMOUNT.

This Credit is conditioned on the performance of the duties of the CUSTOMER prior to the Expiration Date to provide for the construction and completion of the street and drainage Improvements in the SUBDIVISION to current Hays County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by the Commissioners Court and at the end of the public Improvement construction Performance Period, which commences upon the acceptance.

The only requirement necessary to draw on any part or all, of the total amount, of the Credit is a letter from the County Judge indicating that the County considers a drawing on this Letter of Credit necessary in order to complete all or part of the SUBDIVISION Improvements to the County Standards. No further substantiation of the necessity of the draw is required by this Letter.

Partial reductions in the amount of this Credit may be allowed. Multiple recoveries less than the total amount of the Credit are allowed. Upon the acceptance of the Improvements, the Credit will remain at one hundred percent of the cost of the public Improvements. If this Letter of Credit is unenforceable as a statutory obligation, the ISSUER shall be bound by this contract as a common law obligation.





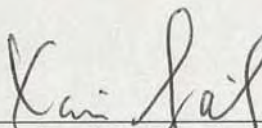
Letters of Credit Department  
1200 San Bernardo Ave.  
Laredo, TX 78040  
Tel: (956) 722-7611 Ext. 26442 Fax: (956) 794-8142  
Email: lcdepartment@ibc.com SWIFT: IBCLUS44  
Member International Bancshares Corporation-Member FDIC

Drafts must be presented on or before the EXPIRATION DATE by the close of business and will be honored within five (5) calendar days of presentment. In lieu of drawing on the security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This credit may be revoked only by the written consent of the ISSUER and the County.

Except as expressly set forth herein, this credit is governed by the "Uniform Customs and Practices for Documentary Credits" [International Chamber of Commerce Publication No. 600 (2007 or current revision)].

ISSUER:

International Bank of Commerce

  
\_\_\_\_\_  
Xavier Gonzalez  
Vice President

ADDRESS OF ISSUER:

Attention: Letters of Credit Department  
1200 San Bernardo Ave.  
Laredo, TX 78040  
(956) 722-7611 ext. 26442

## 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 Amendment #1 to the Advance Funding Agreement (AFA) For Surface Transportation Block Grant Program (STBG) Project between Hays County and the Texas Department of Transportation (TxDOT) for the Center Street Rail Siding Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	\$0.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	JONES	N/A

#### SUMMARY

The Center Street Rail Siding Project is an element of the Hays County 2016 Road Bond Program. The County and TxDOT executed an AFA for the Project on July 28, 2021 to memorialize the roles and responsibilities of Hays County and TxDOT for the development and construction of the proposed rail siding relocation. Union Pacific Railroad (UPRR) is the owner-operator of the rail siding. In the executed Agreement, Hays County was identified as the party responsible for construction of the rail siding relocation. Based on subsequent coordination with TxDOT and UPRR, it has been determined that the UPRR will be responsible for the construction of the project. The Amendment #1 to the AFA addresses changes to Article 12 to reflect Construction Responsibilities for UPRR. The Center Street Rail Siding project is estimated to be let for construction by the UPRR in Late 2023.

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Hays, acting by and through its duly authorized officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on 28<sup>th</sup> July of 2021 to effectuate their agreement to design and construct the Center Street Rail Siding Project, from Burleson Street to Kohlers Crossing, in Hays County, Texas; and,

**WHEREAS**, Chapter 91 of the Texas Transportation Code provides that TxDOT shall design and construct rail facilities in cooperation with local governments.

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**Article 12 Construction Responsibilities** is deleted in its entirety and replace with the following:

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Coordinating all railroad crossing projects in railroad Right of Way with the Union Pacific Railroad (UPRR). The UPRR shall design, acquire right of way, clear utilities, and construct the Project. The Local Government shall ensure the UPRR follow the Federal requirements contained in 23 U.S.C 133 the Surface Transportation Block Grant Program (STBG). In order

to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- C. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

All other provisions of the original contract are unchanged and remain in full force and effect.

## **2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party's signature.

### **THE LOCAL GOVERNMENT**

---

Ruben Becerra  
Hays County Judge

---

Date

### **THE STATE OF TEXAS**

---

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

---

Date

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) to initiate the process to remove a segment of existing FM 2770 from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance; add existing Robert S. Light Boulevard and future Robert S. Light Boulevard to the State Highway System for State future ownership of the right-of-way and maintenance and designate those segments as RM 967; and add a joint designation for RM 967 to a segment of FM 1626.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	\$0.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	SMITH	N/A

#### SUMMARY

As part of the development of the TxDOT-Hays County Partnership Program, Hays County and TxDOT agreed to several items of project development, funding and construction that would support the removal of portions of RM 967 and FM 2770 from the State Highway System and add existing Robert S. Light Boulevard to the State Highway System as part of a program to begin to designate and provide an alternate On-System facility between I-35 and FM 1626. This alternate facility would assist in alleviating heavy truck traffic usage on portions of RM 967 and FM 2770, which had increasingly become unable to accommodate the levels of heavy truck traffic being experienced on those roadways.

Based on those agreements between Hays County and TxDOT and the status of project development by Hays County and TxDOT that would support the designation and provision of such an alternate facility, the following actions would be taken: removing the segment of existing FM 2770 from the intersection with future Robert S. Light Boulevard to 0.127 miles north of the intersection from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance; add future Robert S. Light Boulevard from the intersection of future Robert S. Light Boulevard with FM 1626 to 1.41 miles east of the intersection and existing Robert S. Light Boulevard from 0.14 miles west of the intersection with I-35 to 0.34 miles west of the intersection to the State Highway System for State future ownership of the right-of-way and maintenance and designate those segments as RM 967; and add a joint designation for RM 967 to FM 1626 from the intersection with future Robert S. Light Boulevard to 1.48 miles north of the intersection.





A Resolution of the Hays County Commissioners Court Requesting that the Texas Department of Transportation Initiate the Process to Remove Existing FM 2770 from the Intersection with Future Robert S. Light Boulevard to 0.127 Miles North of the Intersection (Segment 5 to 8) from the State Highway System and Convey to Hays County for Future Ownership of the Right-of-Way and Maintenance; Add to the State Highway System Future Robert S. Light Boulevard from the Intersection with FM 1626 to 1.41 Miles East of the Intersection (Segment 4 to 13) and Existing Robert S. Light Boulevard from 0.14 Miles West of the Intersection with I-35 to 0.34 Miles West of the Intersection (Segment 11 to 12) for State Future Ownership of the Right-of-Way and Maintenance and Designate Those Segments as RM 967; and Add Joint Designation RM 967 to FM 1626 from the Intersection with Future Robert S. Light Boulevard to 1.48 Miles North of the Intersection (Segment 4 to 10).

STATE OF TEXAS           §  
   §  
COUNTY OF HAYS       §

**WHEREAS**, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, TxDOT has completed roadway improvements on RM 967 between Cole Springs Road to FM 1626, including construction of a center turn lane, shoulders and sidewalks and for which Hays County provided the construction funding; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County has funded and conducted project development for the extension of Robert S. Light Boulevard from RM 967 to FM 1626, which includes construction of two travel lanes (one in each direction) and a grade-separated crossing with the Union Pacific Railroad, and for which TxDOT has provided the construction funding, has let the project for construction, and will manage construction; and

**WHEREAS**, as part of the TxDOT-Hays County Partnership Program, Hays County is funding project development to improve RM 967 from I-35 to the Union Pacific Railroad in downtown Buda, including shoulder improvements and addition of left turn lanes at certain locations and for which TxDOT and Hays County will jointly fund construction and TxDOT will let the project for construction and will manage construction; and

**WHEREAS**, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the construction funding for the improvements to RM 967 between Cole Springs Road and FM 1626 and provide project development funding for the extension Robert S. Light Boulevard between RM 967 and FM 1626, and the TxDOT agreed to remove the portions of FM 2770 and RM 967 from the State Highway System; and add a portion of Robert S. Light Boulevard to the State Highway System; and

**WHEREAS**, Hays County, in cooperation with TxDOT, is funding project development and construction to improve Robert S. Light Boulevard from I-35 to RM 967, including pavement rehabilitation and for which Hays County will let the project for construction and will manage construction; and

**WHEREAS**, the improvements to RM 967 from Cole Springs Road to FM 1626 are complete; the extension of Robert S. Light Boulevard is under construction, the improvements to RM 967 from I-35 to the Union Pacific Railroad are under development and the project is anticipated to be let for construction by TxDOT in Spring 2023, and the improvements to Robert S. Light Boulevard from I-35 to RM 967 are under development and the project is anticipated to be let for construction by Hays County in Fall 2022;

**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby request that the Texas Department of Transportation initiate the process to remove existing FM 2770 from the intersection with Future Robert S. Light Boulevard to 0.127 miles north of the intersection (Segment 5 to 8 on the accompanying exhibit) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance; add to the State Highway System future Robert S. Light Boulevard from the intersection of future Robert S. Light Boulevard with FM 1626 to 1.41 Miles east of the intersection (Segment 4 to 13 on the accompanying exhibit) and existing Robert S. Light Boulevard from 0.14 miles west of the intersection with I-35 to 0.34 miles west of the intersection (Segment 11 to 12 on the accompanying exhibit) for State future ownership of the right-of-way and maintenance and designate those segments as RM 967; and add joint designation RM 967 to FM 1626 from the intersection with future Robert S. Light Boulevard to 1.48 miles north of the intersection (Segment 4 to 10 on the accompany exhibit).

RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Ruben Becerra  
Hays County Judge

---

Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

---

Mark Jones  
Commissioner, Pct. 2

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Lon A. Shell  
Commissioner, Pct. 3

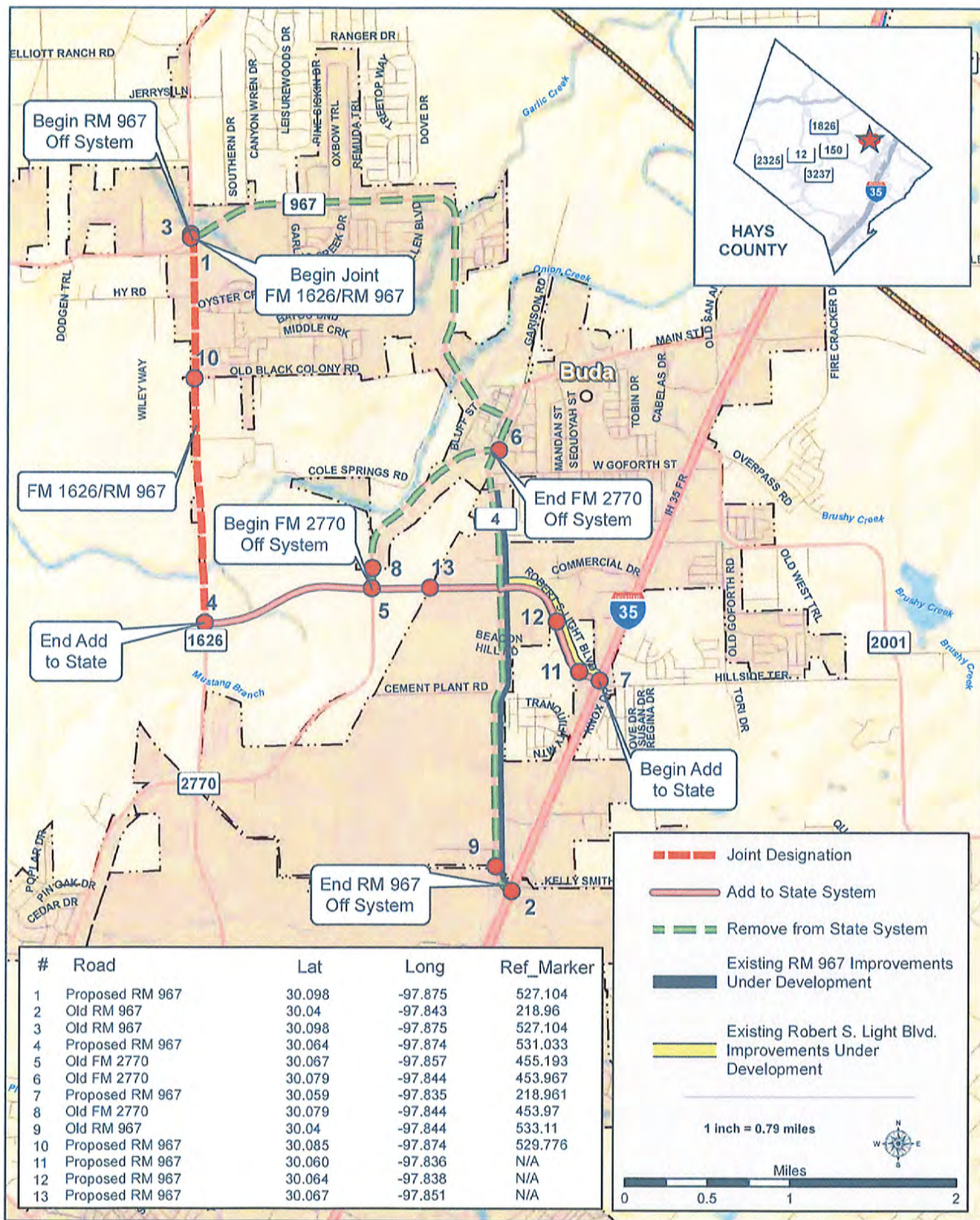
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Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA PhD  
Hays County Clerk

20210913HaysCountyFM2770\_RSL\_ROWSwap\_ResolutionCLEAN.docx



## Addition and Removal from State Highway System

### HAYS COUNTY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 10 in the amount of \$50,909.60 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB-2021-B06) project as part of the Hays County Road Bond Program in Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	\$50,909.60

#### LINE ITEM NUMBER

035-803-96-772.5611\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	SHELL	N/A

#### SUMMARY

Change Order No. 10 addresses the response to RFI No. 12 where the designer allowed for full depth asphalt to be used on the RM 3237 at RM 150 Roundabout [16-772-034] project increasing two-line items. The CO also addresses additional overruns due to the change in phasing that includes a construction detour on northbound RM 150 on the east right of way.

This Change Order results in a net increase of \$50,909.60 to the contract amount, for an adjusted total contract amount of \$1,800,337.15. The original contract amount was \$1,654,710.80. As a result of this and all Change Orders to date, \$145,626.35 has been added to the Contract, resulting in an 8.80% net increase in the Contract cost. The adjusted contract amount includes nine previously approved Change Orders in the total amount of \$94,716.75. No additional days will be added or deducted at this time as a result of this Change Order.



**HAYS COUNTY, TEXAS**  
**CHANGE ORDER NUMBER: 10**

1. CONTRACTOR: Cox Commerical Construction
2. Change Order Work Limits: Sta. N/A to Sta. N/A
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 3I, 2I (3 Max. - In order of importance - Primary first)

<b>Project:</b>	<u>RM 3237 Roundabout</u>
<b>Roadway:</b>	<u>RM 3237</u>
<b>CSJ Number:</b>	<u>0805-04-034</u>

5. Describe the work being revised:

This change order is necessary to address the response to RFI No. 12 in which the designer allowed for full asphalt depth to be used. Full depth asphalt consists of 9" of new ITEM 9000-6004 D-GR HMA (SQ) TY-B PG64-22 (9") and a final surface layer of ITEM 340-6038 D-GR HMA (SQ) TY-D PG76-22. This change order also addresses additional overruns due to the change in phasing that include ITEM 508-6003 CONSTRUCTON DETOURS (TYI) on northbound RM 150 North on the east right of way for the amount of 68.30 SY; and ITEM 662-6063 WK ZN PAV MRK REMOV (W) 4"(SLD) for the amount of 3,958.00 LF. In addition, there was an error in the plans that required an increase on ITEM 644-6076 REMOVE SM RD SN SUP&AM in the amount of 6.00 EA.

6. Work to be performed in accordance with Items: 9000-6004, 349-6038, 598-6003, 662-6063, 644-6076
7. New or revised plan sheet(s) are attached and numbered: No
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>4/18/22</u></p> <p>By <u>Darren Okruhlik</u> <small>Digitally signed by Darren Okruhlik DN: c=US, E=clayton.craig@hrrinc.com, OU=HRR INC, OU=Users, Round Rock - 7*, CN=Darren Okruhlik Date: 2022.04.18 14:16:10 -05'00'</small></p> <p>Typed/Printed Name <u>Darren Okruhlik</u></p> <p>Typed/Printed Title <u>Sr. VP</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>0</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$50,909.60</u></p>
---	--

**RECOMMENDED FOR EXECUTION:**

Clayton Craig Digitally signed by Clayton Craig  
DN: c=US, E=clayton.craig@hrrinc.com,  
OU=HRR INC, OU=Users, Round Rock - 7\*,  
CN=Clayton Craig  
Date: 2022.04.18 15:24:33-05'00' 4/18/22

Construction Engineering Inspector Date

Transportation Director Date

Victor Vargas DocuSigned by:  
3DE9C48712E8474... 4/18/2022

General Engineering Consultant Date

N/A

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED



## Hays County Transportation Department Change Order Request Form

Date: April 6, 2022

Contract Performance Date: September 13, 2021

Project Name: RM 3237 Roundabout Project

Contract number: CSJ No. 0805-04-034

Contractor/Consultant: Cox Commercial Construction

Change Order Number: 10

Change in Scope Necessitating Change-Order:

This Change Order is necessary in order to address response to RFI No. 12 in which the designer allowed for full asphalt depth be used. The full depth asphalt consists of 9" of new ITEM 9000-6004 D-GR HMA (SQ)TY-B PG64-22 (9") and a final surface layer of ITEM 340-6038 D-GR HMA (SQ)TY-D PG76-22. This change order also addresses additional overruns due to the change in phasing that include ITEM 508-6003 CONSTRUCTION DETOURS (TYI) on northbound RM 150 north; on the east right of way; for the amount of 68.30 SY; and ITEM 662-6063 WK ZN PAV MRK REMOV (W)4"(SLD) in the amount of 3,958.00 LF. In addition, there was an error in the plans that require an increase on ITEM 644-6076 REMOVE SM RD SN SUP&AM in the amount of 6.00 EA.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$1,654,710.80

Net Amount of Previously Authorized Change Order: \$94,716.55

Net Amount for this requested change order: \$50,909.60

Total Contract Amount with all change orders: \$1,800,337.15

Original Contract Performance Length: 240 Calendar Days

Net previous schedule change orders: N/A Days

Net Schedule adjustment requested this change order: N/A Days

Total performance days with change orders: N/A Days

,

Contractor: Darren Okruhlik Sign: Darren Okruhlik Date: 4/13/22

CEI HDR: Donald A. Peterson, P.E. Sign: [Signature] Date: 04/06/2022

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

**RM 3237 Roundabout Project - CSJ No. 0805-04-034**

HDR Engineering, Inc.

**Summary:**

Item	Description	Quantity	Units	Unit Price	Request
<b>TO ADDRESS RESPONSE TO RFI NO. 12</b>					
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	-360.00	CY	\$11.50	-\$4,140.00
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	-239.70	CY	\$40.00	-\$9,588.00
3076-6001	D-GR HMA TY-B PG64-22	-118.00	TON	\$93.00	-\$10,974.00
9000-6004	D-GR HMA (SQ)TY-B PG64-22 (9")	719.965	SY	\$34.31	\$24,702.00
<b>TO ADDRESS OVERRUN OF ITEMS DUE TO PHASING CHANGE AND DUE TO ERROR IN THE PLANS</b>					
432-6002	RIPRAP (CONC)(5 IN)	39.50	CY	\$1,000.00	\$39,500.00
508-6003	CONSTRUCTION DETOURS (TY I)	68.30	SY	\$52.00	\$3,551.60
644-6001	IN SM RD SN SUP&AM TY10 BWG(1)SA(P)	4.00	EA	\$700.00	\$2,800.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	5,058.00	LF	\$1.00	\$5,058.00
<b>Subtotals</b>					<b>\$50,909.60</b>

**Notes:**

This change order is necessary in order to address response to RFI No. 12 in which the designer allowed for full asphalt depth be used. The full depth asphalt consists of 9" of new ITEM 9000-6004 D-GR HMA (SQ)TY-B PG64-22 (9") - SY and a final surface layer of ITEM 340-6038 D-GR HMA(SQ)TY-D PG76-22 - TON. This change order also addresses additional overruns due to the change in phasing that include ITEM 508-6003 CONSTRUCTION DETOURS (TYI) on northbound RM 150 north; on the east right of way; and ITEM 662-6063 WK ZN PAV MRK REMOV (W)4"(SLD). In addition, this change order addresses an overrun on ITEM 644-6076 REMOVE SM RD SN SUP&AM due to an error in the plans. The prices associated with this change order are the original bid prices on the contract; and therefore this change order is reasonable and justifiable.

See following information below for evaluation of unit pricing.

**QUANTITY LOCATION**

Item No	Description	LOCATION	UNIT	QUANTITY	
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	RM 3237 Shoulder	SY	199.00	
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	RM 150 North Middle Wedge	SY	233.00	
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	RM 150 Eastbound Wedge	SY	288.00	<b>TOTAL = 720.00</b>
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	RM 3237 Shoulder	CY	66.00	
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	RM 150 North Middle Wedge	CY	77.70	
247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	RM 150 Eastbound Wedge	CY	96.00	<b>TOTAL = 239.70</b>
3076-6001	D-GR HMA TY-B PG64-22	RM 3237 Shoulder	TON	32.00	
3076-6001	D-GR HMA TY-B PG64-22	RM 150 North Middle Wedge	TON	38.00	
3076-6001	D-GR HMA TY-B PG64-22	RM 150 Eastbound Wedge	TON	48.00	<b>TOTAL = 118.00</b>
508-6003	CONSTRUCTION DETOURS (TY I)	Northbound RM 150 N; East Right of Way	SY	68.30	

CHANGE ORDERS	AMOUNT	% OF ORIGINAL CONTRACT
CHANGE ORDER No. 1 - Tree Trimming & Arborist Report	\$13,545.00	0.82%
CHANGE ORDER No. 2 - Erosion Control Logs	\$1,404.00	0.08%
CHANGE ORDER No. 3 - Illumination Redesign - Ligth Pollution	\$58,577.04	3.54%
CHANGE ORDER No. 4 - Additional Tree Trimming	\$2,478.00	0.15%
CHANGE ORDER No. 5 - Revised Traffic Control Plan Sheets	\$0.00	0.00%
CHANGE ORDER No. 6 - Colored Stamp Concrete	\$8,134.24	0.45%
CHANGE ORDER No. 7 - Work to Install Electric Service	\$6,195.00	0.37%
CHANGE ORDER No. 8 - Line Extension to Electric Sewrvice & Two Radar Trailers	\$6,884.04	0.42%
CHANGE ORDER No. 9 - Bond Breaker Roofing Felt Instead of Hot Mix Type D; Reduction of ITEM 340-6038 D-GR HMA (SQ)TY-D PG76-22 By 48 TONS & Realignment of Safety End Treatment.	-\$2,500.57	-0.15%
CHANGE ORDER No. 10 - To address response to RFI No. 12 & to address overruns	\$50,909.60	3.08%
<b>TOTAL =</b>	<b>\$145,626.35</b>	<b>8.80%</b>

Original Contract Amount = \$1,654,710.80

Total Contract Amount with all Change Orders = \$1,800,337.15

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$1,465,590.88 for Hymeadow, Section 3, Phase 3 Subdivision (Subdivision Bond # SUR0074087).

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

BORCHERDING

#### SPONSOR

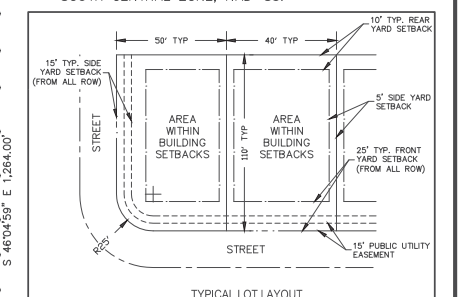
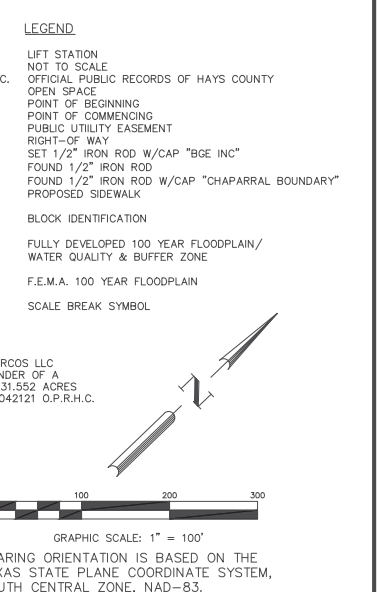
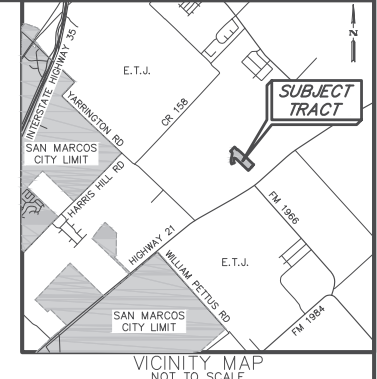
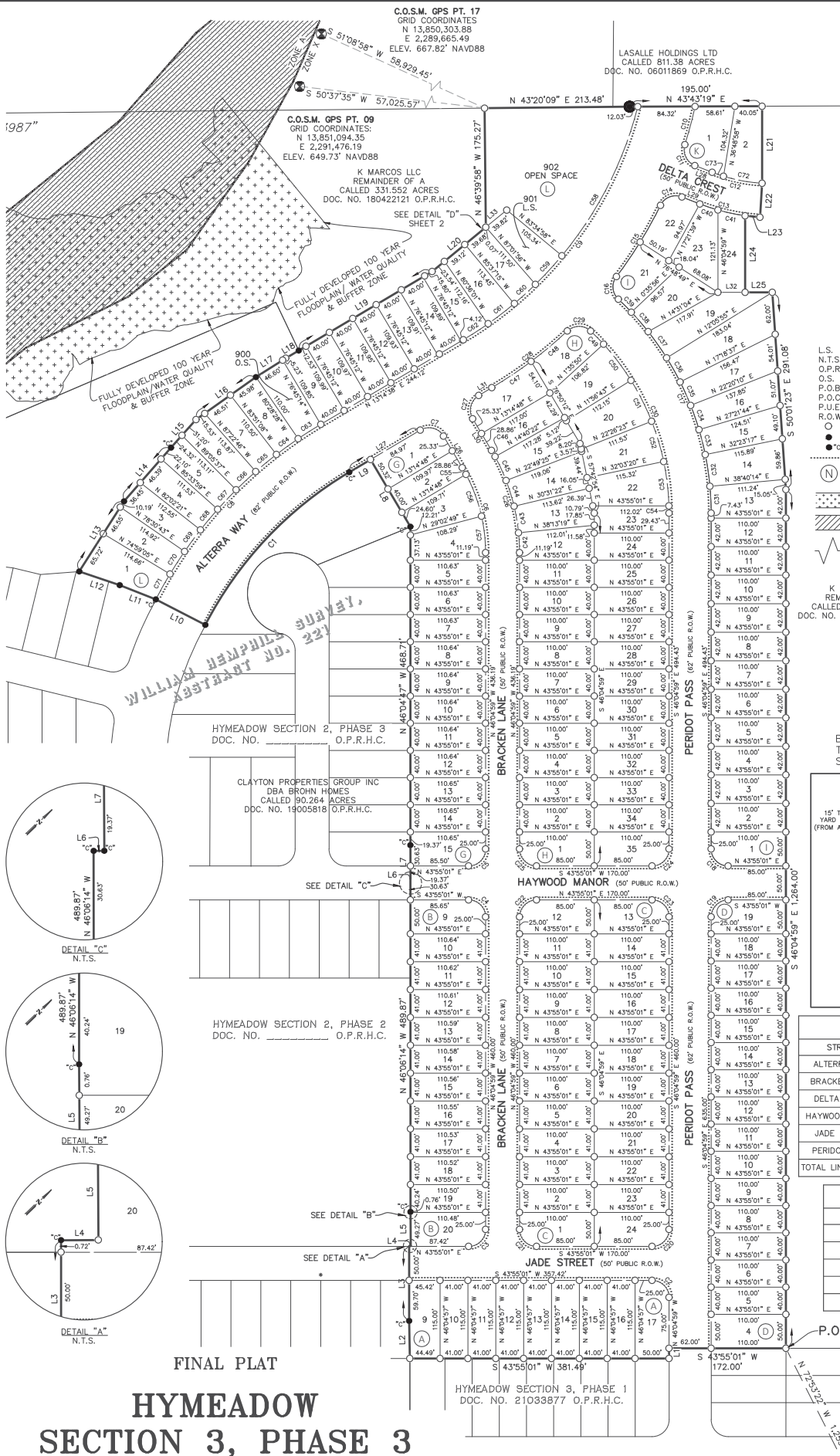
INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The final plat for Hymeadow, Section 3, Phase 3 has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by County Staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
ALTERRA WAY	82 FT.	1,062 FT.	MAJOR COLLECTOR
BRACKEN LANE	50 FT.	1,311 FT.	URBANIZED LOCAL ROADWAY
DELTA CREST	50 FT.	175 FT.	URBANIZED LOCAL ROADWAY
HAYWOOD MANOR	50 FT.	553 FT.	URBANIZED LOCAL ROADWAY
JADE STREET	50 FT.	413 FT.	URBANIZED LOCAL ROADWAY
PERDIDO PASS	62 FT.	1,620 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET		5,134 FT.	

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	154	17,016 AC.
OPEN SPACE	2	0.903 AC.
LIFT STATION	1	0.121 AC.
RIGHT-OF-WAY	-	6.828 AC.
TOTAL	157	24.868 AC.

**BGE**

BGE, Inc.  
7330 San Pedro Ave., Suite 202  
San Antonio, TX 78216  
Tel: 210-581-3600 • www.bgeinc.com  
TBPELS Registration No. F-1046  
TBPELS Licensed Surveying Firm No. 10194940



LINE TABLE			
NUMBER	BEARING	DISTANCE	
L1	S 46°04'59" E	15.00'	
L2	N 47°03'12" W	55.31'	
L3	N 46°04'47" W	110.42'	
L4	N 43°34'39" E	2.23'	
L5	N 46°25'22" W	50.03'	
L6	N 43°37'59" E	0.26'	
L7	N 46°22'01" W	50.00'	

LINE TABLE			
NUMBER	BEARING	DISTANCE	
L8	N 76°45'22" W	114.92'	
L9	S 13°14'38" W	36.58'	
L10	S 71°10'57" W	82.00'	
L11	S 65°26'21" W	57.07'	
L12	S 62°38'27" W	62.93'	
L13	N 13°32'50" W	122.46'	
L14	N 04°54'22" W	104.94'	

LINE TABLE			
NUMBER	BEARING	DISTANCE	
L15	N 04°18'40" W	55.52'	
L16	N 08°33'43" E	108.02'	
L17	N 11°38'43" E	51.83'	
L18	N 13°14'38" E	22.24'	
L19	N 13°16'20" E	228.33'	
L20	N 04°21'34" E	102.34'	
L21	S 46°04'59" E	113.46'	

LINE TABLE			
NUMBER	BEARING	DISTANCE	
L22	S 42°30'56" E	50.00'	
L23	S 49°37'20" W	22.01'	
L24	S 46°04'59" E	112.76'	
L25	N 43°55'01" E	40.00'	
L26	N 76°45'12" W	54.19'	
L27	S 13°14'38" W	121.55'	
L28	N 65°10'07" E	27.22'	

LINE TABLE			
NUMBER	BEARING	DISTANCE	
L29	S 65°10'07" W	28.32'	
L30	N 76°45'12" W	54.20'	
L31	N 13°14'38" E	22.58'	
L32	N 43°55'01" E	40.00'	
L33	N 04°39'37" E	39.90'	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	312.81'	559.00'	32°03'42"	S 02°47'13" E	308.74'
C2	39.27'	25.00'	90°00'00"	S 88°55'01" W	35.36'
C3	39.27'	25.00'	90°00'00"	N 01°04'59" W	35.36'
C4	39.27'	25.00'	90°00'00"	S 88°55'01" W	35.36'
C5	39.27'	25.00'	90°00'00"	N 01°04'59" W	35.36'
C6	131.15'	245.00'	30°40'13"	N 61°25'06" W	129.59'
C7	39.27'	25.00'	90°00'10"	S 58°14'43" W	35.36'
C8	358.69'	641.00'	32°03'42"	S 02°47'13" E	354.03'
C9	439.71'	559.00'	45°04'08"	N 09°17'26" W	428.46'
C10	58.22'	641.00'	5°12'15"	N 31°06'16" W	58.20'
C11	37.67'	25.00'	86°19'44"	S 71°40'00" E	34.20'
C12	75.62'	245.00'	17°41'03"	N 56°19'36" E	75.32'
C13	69.04'	295.00'	13°24'31"	N 58°27'52" E	68.88'
C14	37.11'	25.00'	85°03'34"	S 22°38'20" W	33.80'
C15	123.50'	641.00'	11°02'19"	N 14°22'17" W	123.31'
C16	36.71'	25.00'	84°08'21"	S 50°55'17" E	33.50'
C17	352.86'	431.00'	46°54'29"	N 69°32'13" W	343.09'
C18	39.27'	25.00'	90°00'00"	N 88°55'01" E	35.36'
C19	39.27'	25.00'	90°00'00"	S 01°04'59" E	35.36'
C20	39.27'	25.00'	90°00'00"	N 01°04'59" W	35.36'
C21	39.27'	25.00'	90°00'00"	N 88°55'01" E	35.36'
C22	39.27'	25.00'	90°00'00"	S 01°04'59" E	35.36'
C23	39.27'	25.00'	90°00'00"	S 88°55'01" W	35.36'
C24	39.27'	25.00'	90°00'00"	N 01°04'59" W	35.36'
C25	39.27'	25.00'	90°00'00"	N 88°55'01" E	35.36'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C26	157.91'	295.00'	30°40'13"	N 61°25'06" W	156.03'
C27	39.27'	25.00'	89°59'50"	S 31°45'17" E	35.35'
C28	139.25'	641.00'	12°26'49"	N 07°01'13" E	138.98'
C29	37.76'	25.00'	86°32'59"	S 44°04'18" W	34.27'
C30	299.93'	369.00'	46°34'14"	N 69°22'06" W	291.74'
C31	39.47'	431.00'	5°14'47"	N 48°42'23" W	39.45'
C32	47.26'	431.00'	6°16'57"	N 54°28'15" W	47.24'
C33	37.81'	431.00'	5°01'33"	N 60°07'30" W	37.79'
C34	37.81'	431.00'	5°01'33"	N 65°09'03" W	37.79'
C35	37.81'	431.00'	5°01'33"	N 70°10'36" W	37.79'
C36	40.64'	431.00'	5°24'10"	N 75°23'28" W	40.63'
C37	47.26'	431.00'	6°16'57"	N 81°14'02" W	47.24'
C38	37.81'	431.00'	5°01'33"	N 86°53'17" W	37.79'
C39	27.01'	431.00'	3°35'24"	S 88°48'14" W	27.00'
C40	28.14'	295.00'	5°27'55"	N 62°26'10" E	28.13'
C41	40.90'	295.00'	7°56'36"	N 55°43'54" E	40.87'
C42	29.32'	295.00'	5°41'42"	N 48°55'50" W	29.31'
C43	39.64'	295.00'	7°41'57"	N 55°37'40" W	39.61'
C44	39.64'	295.00'	7°41'57"	N 63°19'36" W	39.61'
C45	38.80'	295.00'	7°32'06"	N 70°56'38" W	38.77'
C46	10.51'	295.00'	2°02'31"	N 75°43'57" W	10.51'
C47	69.48'	641.00'	6°12'38"	N 10°08'19" E	69.45'
C48	69.77'	641.00'	6°14'12"	N 03°54'54" E	69.74'
C49	27.06'	369.00'	4°12'07"	S 89°26'51" W	27.06'
C50	66.96'	369.00'	10°23'49"	N 83°15'11" W	66.87'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	67.59'	369.00'	10°29'40"	N 72°48'27" W	67.49'
C52	61.93'	369.00'	9°36'57"	N 62°45'08" W	61.86'
C53	65.82'	369.00'	10°13'12"	N 52°50'04" W	65.73'
C54	10.57'	369.00'	1°38'29"	N 46°54'14" W	10.57'
C55	11.14'	245.00'	2°36'19"	N 75°27'03" W	11.14'
C56	65.84'	245.00'	15°23'53"	N 66°26'57" W	65.65'
C57	54.17'	245.00'	12°40'02"	N 52°25'00" W	54.06'
C58	248.30'	559.00'	25°27'01"	N 19°05'59" W	246.27'
C59	439.71'	559.00'	45°04'08"	N 09°17'26" W	428.46'
C60	42.55'	559.00'	4°21'42"	N 01°41'09" E	42.54'
C61	48.98'	559.00'	5°01'14"	N 06°22'37" E	48.97'
C62	42.51'	559.00'	4°21'24"	N 11°03'56" E	42.50'
C63	39.46'	641.00'	3°31'39"	S 11°28'48" W	39.46'
C64	39.48'	641.00'	3°31'45"	S 07°57'06" W	39.48'
C65	39.49'	641.00'	3°31'46"	S 04°25'21" W	39.48'
C66	39.49'	641.00'	3°31'46"	S 00°53'35" W	39.48'
C67	39.49'	641.00'	3°31'47"	S 02°38'12" E	39.48'
C68	39.49'	641.00'	3°31'47"	S 06°09'58" E	39.48'
C69	39.49'	641.00'	3°31'48"	S 09°41'46" E	39.48'
C70	39.49'	641.00'	3°31'48"	S 13°13'34" E	39.49'
C71	42.81'	641.00'	3°49'36"	S 16°54'16" E	42.80'
C72	57.92'	245.00'	13°32'41"	N 54°15'24" E	57.78'
C73	17.70'	245.00'	4°08'23"	N 63°05'56" E	17.70'

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
9	A	0.119	5,198
10	A	0.108	4,715
11	A	0.108	4,715
12	A	0.108	4,715
13	A	0.108	4,715
14	A	0.108	4,715
15	A	0.108	4,715
16	A	0.108	4,715
17	A	0.129	5,616

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
9	B	0.124	5,398
10	B	0.104	4,536
11	B	0.104	4,535
12	B	0.104	4,535
13	B	0.104	4,534
14	B	0.104	4,533
15	B	0.104	4,533
16	B	0.104	4,532
17	B	0.104	4,531
18	B	0.104	4,531
19	B	0.104	4,530
20	B	0.124	5,384

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	C	0.123	5,366
2	C	0.104	4,510
3	C	0.104	4,510
4	C	0.104	4,510
5	C	0.104	4,510
6	C	0.104	4,510
7	C	0.104	4,510
8	C	0.104	4,510
9	C	0.104	4,510
10	C	0.104	4,510
11	C	0.104	4,510
12	C	0.123	5,366

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
13	C	0.123	5,366
14	C	0.104	4,510
15	C	0.104	4,510
16	C	0.104	4,510
17	C	0.104	4,510
18	C	0.104	4,510
19	C	0.104	4,510
20	C	0.104	4,510
21	C	0.104	4,510
22	C	0.104	4,510
23	C	0.104	4,510
24	C	0.123	5,366

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
4	D	0.126	5,500
5	D	0.101	4,400
6	D	0.101	4,400
7	D	0.101	4,400
8	D	0.101	4,400
9	D	0.101	4,400
10	D	0.101	4,400
11	D	0.101	4,400
12	D	0.101	4,400
13	D	0.101	4,400
14	D	0.101	4,400
15	D	0.101	4,400
16	D	0.101	4,400
17	D	0.101	4,400
18	D	0.101	4,400
19	D	0.123	5,366

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	G	0.124	5,400
2	G	0.101	4,398
3	G	0.126	5,484
4	G	0.129	5,621
5	G	0.102	4,425
6	G	0.102	4,425
7	G	0.102	4,425
8	G	0.102	4,425
9	G	0.102	4,426
10	G	0.102	4,426
11	G	0.102	4,426
12	G	0.102	4,426
13	G	0.102	4,426
14	G	0.102	4,426
15	G	0.124	5,396

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	H	0.123	5,366
2	H	0.101	4,400
3	H	0.101	4,400
4	H	0.101	4,400
5	H	0.101	4,400
6	H	0.101	4,400
7	H	0.101	4,400
8	H	0.101	4,400
9	H	0.101	4,400
10	H	0.101	4,400
11	H	0.101	4,400
12	H	0.117	5,085
13	H	0.123	5,360
14	H	0.126	5,486
15	H	0.129	5,628
16	H	0.110	4,780
17	H	0.134	5,840
18	H	0.115	4,993

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
19	H	0.144	6,283
20	H	0.147	6,395
21	H	0.137	5,971
22	H	0.142	6,168
23	H	0.101	4,411
24	H	0.101	4,4

LEGAL DESCRIPTION

FIELD NOTES FOR A 24.868 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING PARTIALLY OUT OF THE REMAINDER OF A CALLED 331.552 ACRE TRACT OF LAND AS CONVEYED UNTO K MARCOS LLC IN DOCUMENT NUMBER 18042121 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND PARTIALLY OUT OF A CALLED 38.795 ACRE TRACT OF LAND AS CONVEYED UNTO ARROYO CAP II-1, LLC IN DOCUMENT NUMBER 20052471 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAD 24.868 ACRE TRACT OF LAND TO BE KNOWN AS HYMEADOW SECTION 3, PHASE 3 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the northwest right-of-way line of State Highway 21 (R.O.W. ~ 100') as shown on the Texas Department of Transportation (TxDOT) right-of-way map at the common corner of said 38.795 acre tract and a called 811.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas; THENCE, N 72°35'22" W, departing said right-of-way line, over and across the 38.795 acre tract, a distance of 1,253.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across the 38.795 acre tract the following three (3) courses:

- 1) S 43°55'01" W, a distance of 172.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 2) S 46°04'59" E, a distance of 15.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 3) S 43°55'01" W, a distance of 381.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 38.795 acre tract and a called 90.264 acre tract of land as conveyed unto Clayton Properties Group Inc, DBA Brahn Homes in Document Number 19005818 of the Official Public Records of Hays County, Texas, for the southwest corner of the herein described tract;

THENCE, coincident with said common line the following seven (7) courses:

- 1) N 47°03'12" W, a distance of 55.31 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;
- 2) N 46°04'47" W, a distance of 110.42 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for a corner of the herein described tract;
- 3) N 43°34'39" E, a distance of 2.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 4) N 46°25'22" W, a distance of 50.03 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;
- 5) N 46°06'14" W, a distance of 489.87 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for a corner of the herein described tract;
- 6) N 43°37'59" E, a distance of 0.26 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for a re-entrant corner of the herein described tract;
- 7) N 46°22'01" W, passing at a distance of 16.47 feet the common corner of the 38.975 and the aforementioned remaining portion of the 331.552 acre tract, and continuing coincident with the common line of the remainder of said 331.552 acre tract and the 90.264 acre tract a total distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;

THENCE, continuing coincident with said common line the following thirteen (13) courses:

- 1) N 46°04'47" W, a distance of 468.71 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;
- 2) N 76°45'22" W, a distance of 114.92 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 3) S 13°14'38" W, a distance of 36.58 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found (leaning) for a point of curvature of the herein described tract;
- 4) Curving to the left, with a radius of 559.00 feet, an arc length of 312.81 feet, a central angle of 32°03'42", a chord bearing of S 02°47'13" E, and a chord distance of 308.74 feet to a 1/2-inch iron rod found (leaning) at the end of this curve for a corner of the herein described tract;
- 5) S 71°10'57" W, a distance of 82.00 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;
- 6) S 65°26'21" W, a distance of 57.07 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;
- 7) S 62°38'27" W, a distance of 62.93 feet to a 1/2-inch iron rod found for a westerly corner of the herein described tract;
- 8) N 13°32'50" W, a distance of 122.46 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;
- 9) N 04°54'22" W, a distance of 104.94 feet to a 1/2-inch iron rod with a cap stamped "CHAPARRAL" found for an angle point of the herein described tract;
- 10) N 04°18'40" W, a distance of 55.52 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 11) N 08°33'43" E, a distance of 108.02 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;
- 12) N 11°38'43" E, a distance of 51.83 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 13) N 13°14'38" E, a distance of 22.24 feet to a 1/2-inch iron rod found at the common corner of the remainder of the 331.552 acre tract and the 90.264 acre tract for an angle point of the herein described tract;

THENCE, over and across the remainder of the 331.552 acre tract the following three (3) courses:

- 1) N 13°16'20" E, a distance of 228.33 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) N 04°21'34" E, a distance of 102.34 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) N 46°39'58" W, a distance of 175.27 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 331.552 acre tract and a called 881.38 acre tract of land as conveyed unto LaSalle Holdings, LTD in Document Number 06011869 of the Official Public Records of Hays County, Texas, for the northwest corner of the herein described tract;

THENCE, N 43°20'09" E, coincident with said common line, a distance of 213.48 feet to a 1/2-inch iron rod found for an angle point of the herein described tract;

THENCE, N 43°43'19" E, continuing coincident with said common line, a distance of 195.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the 331.552 acre tract the following seven (7) courses:

- 1) S 46°04'59" E, a distance of 113.46 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 42°30'56" E, a distance of 50.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 3) S 49°37'20" W, a distance of 22.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 4) S 46°04'59" E, a distance of 112.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
- 5) N 43°55'01" E, a distance of 40.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
- 6) S 50°01'23" E, a distance of 291.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 7) S 46°04'59" E, passing at a distance of 209.90 feet the common corner of the aforementioned 38.795 acre tract and the remainder of the 331.552 acre tract and continuing coincident with the common line of said 38.795 acre tract and the remainder of the 331.552 acre tract, a total distance of 1,264.00 feet to the POINT OF BEGINNING and containing 24.868 acres of land, more or less.

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT K MARCOS, LLC, ACTING BY AND THROUGH JOE STUFFORD, AUTHORIZED AGENT, BEING OWNER OF THE REMAINDER OF A CALLED 331.552 ACRE TRACT OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 18042121 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND ARROYO CAP II-1, LLC, BEING OWNER OF A CALLED 38.795 ACRE TRACT OF LAND OUT OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 20052471 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 24.868 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON;

DO HEREBY ADOPT THIS PLAT DESIGNATING THE 24.868 ACRE TRACT AS HYMEADOW SECTION 3, PHASE 3

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT,

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

JOE STUFFORD, AUTHORIZED AGENT  
K MARCOS, LLC  
3736 BEE CAVE ROAD, SUITE 1-122  
WEST LAKE HILLS, TEXAS 78746-5393

STATE OF TEXAS:  
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOE STUFFORD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

OWNER: ARROYO CAP II-1, LLC  
BY: ARROYO CAP II, LLC

JEFFREY B. BROUETTE, EXECUTIVE VICE PRESIDENT  
ARROYO CAP II, LLC  
18575 JAMBORRE RD., SUITE 300  
IRVINE, CALIFORNIA 92612

STATE OF TEXAS:  
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JEFFREY B. BROUETTE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE INC. ON THE GROUND ON MARCH 3, 2021, AND THE CORNER MONUMENTS SHOWN THEREON AS "SET" WERE PROPERLY PLACED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

PRELIMINARY PENDING FINAL REVIEW

DION P. ALBERTSON, R.P.L.S. NO. 4963  
BGE, INC.  
7330 SAN PEDRO AVE, SUITE 202  
SAN ANTONIO, TEXAS 78216

DATE

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0415F, WITH A REVISED DATE OF SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS.

PRELIMINARY PENDING FINAL REVIEW

CHELSEA OSBOURN, P.E. NO. 140080

ENGINEERING BY:  
BGE, INC.  
7330 SAN PEDRO AVE, SUITE 202  
SAN ANTONIO, TEXAS 78216  
210-581-3600  
TEXAS REGISTERED ENGINEERING FIRM F-1046



BGE, Inc.

7330 San Pedro Ave., Suite 202  
San Antonio, TX 78216

Tel: 210-581-3600 • www.bgeinc.com  
TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10194490

FINAL PLAT

HYMEADOW  
SECTION 3, PHASE 3

A SUBDIVISION OF 24.868 ACRES OF LAND  
LOCATED IN THE  
WILLIAM HEMPHILL SURVEY,  
ABSTRACT NO. 221  
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS:  
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

CHAIRMAN DATE RECORDING SECRETARY DATE

APPROVED:

DIRECTOR OF PLANNING AND DATE  
DEVELOPMENT SERVICES DEPARTMENT

ENGINEERING DATE  
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:  
CERTIFICATE OF APPROVAL:

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

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

MARCUS PACHECO, DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

GENERAL NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
2. TYPICAL LOT SIZE: 40'x110'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED \_\_\_\_\_ FOR HYMEADOW PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
9. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ALTERRA WAY, BRACKEN LANE, DELTA CREST, HAYWOOD MANOR, JADE STREET AND PERIDOT PASS. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY PROVIDER INFORMATION:  
WATER: MAXWELL W.S.C.  
SEWER: AQUA TEXAS, INC.  
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
15. LOT 900 AND LOT 902 OF BLOCK L ARE OPEN SPACE LOTS. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. LOT 901, BLOCK L IS A LIFT STATION LOT AND WILL BE OWNED AND MAINTAINED BY AQUA TEXAS, INC.
17. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR HYMEADOW SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
18. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN P.I.C.P. PERMIT #2021-34629
20. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
21. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
22. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
23. ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION.
24. 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.
25. POST-CONSTRUCTION STORM WATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
26. LOT 1, BLOCK H FINISHED FLOOR ELEVATION=651'; LOT 2, BLOCK H FINISHED FLOOR ELEVATION=651'; LOT 3, BLOCK H FINISHED FLOOR ELEVATION=651'; LOT 3S, BLOCK H FINISHED FLOOR ELEVATION=651'; LOT 12, BLOCK C FINISHED FLOOR ELEVATION=651'; LOT 13, BLOCK C FINISHED FLOOR ELEVATION=651'.
27. DATE OF PREPARATION: JUNE 14, 2021.

THE STATE OF TEXAS

COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT \_\_\_\_\_. WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AD.

BY \_\_\_\_\_  
ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

FINAL PLAT

## HYMEADOW SECTION 3, PHASE 3

A SUBDIVISION OF 24.868 ACRES OF LAND  
LOCATED IN THE  
WILLIAM HEMPHILL SURVEY,  
ABSTRACT NO. 221  
HAYS COUNTY, TEXAS



BGE, Inc.  
7330 San Pedro Ave., Suite 202  
San Antonio, TX 78216  
Tel: 210-581-3600 • www.bgeinc.com  
TBPELS Registration No. F-1046  
TBPELS Licensed Surveying Firm No. 10194490

**SUBDIVISION BOND**

Bond No.: SUR0074087

Principal Amount: \$1,465,590.88

**KNOW ALL MEN BY THESE PRESENTS, that we**

Ashton Woods Homes

10721 Research Blvd., Bldg. B, Suite 210, Austin, TX 78729

**as Principal, and**

Argonaut Insurance Company

P.O. Box 469011, San Antonio, TX 78246-9011

a IL

**Corporation, as Surety, are held and firmly bound unto**

Hays County,

2171 Yarrington Road, Suite 100, Kyle, TX 78640

**as Oblige, in the penal sum of**

One Million Four Hundred Sixty Five Thousand Five Hundred Ninety Dollars and

88/100

(Dollars) (\$ 1,465,590.88), lawful money of the

**United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

**WHEREAS, Ashton Woods Homes** has agreed to construct in

Hymeadow - Section 3, Phase 3 Subdivision, in Kyle, TX the following  
**improvements:**

Street, Drainage, Water and Wastewater Improvements.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.**

**Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.**

Signed, sealed and dated, this 17th day of May, 2022

Ashton Woods Homes

**Principal**

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

Argonaut Insurance Company

**Surety**

By: \_\_\_\_\_  
Stephen Kazmer **Attorney-in-Fact**



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle related to illumination and a shared use path on Dacy Lane between Bebee Road and Amberwood Loop in Precinct 1 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 24, 2022	N/A

#### LINE ITEM NUMBER

035-801-96-634]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

The City of Kyle desires to add street lights at certain locations on the Dacy Lane Project from Bebee Rd. to Amberwood as well as expand the width of the shared use sidewalk from 10' to 12' on the west side of the Project from Bebee Rd. to Chapa Middle School and add 10' Shared Use Path from Chapa to Amberwood Loop. Under this agreement, the city will be responsible for paying for the design and construction of the listed improvements as well for any construction delays that may occur as a result of the additional work. The estimate for the additional work identified in the ILA is \$557,682.02.

##### Budget Amendment:

Increase Intergovernmental Revenue .4301 (\$557,683)

Increase Construction\_Operating .5611\_400 \$557,683



**INTERLOCAL AGREEMENT BETWEEN**  
**HAYS COUNTY AND THE CITY OF KYLE**  
**RELATED TO THE DACY LANE PROJECT**  
**FROM**  
**BEBEE RD. TO AMBERWOOD LOOP**

THE STATE OF TEXAS                   §  
  §     KNOW ALL BY THESE PRESENTS:  
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of Kyle, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**RECITALS**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the City desires to add street lights at certain locations on the Dacy Lane Project from Bebee Rd. to Amberwood Loop (the “**Project**”); and

**WHEREAS**, the City also desires to expand the width of the shared use sidewalk from 10’ to 12’ on the west side of the Project from Bebee Rd. to Chapa Middle School and add 10’ Shared Use Path from Chapa to Amberwood Loop; and

**WHEREAS**, the City will also appropriate funds to pay for the additional engineering and construction costs associated with added enhancements and sidewalk widening; and

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.**  
**PURPOSE**

**1.02 General.** The purpose of this Agreement is to provide an understanding between the Parties that facilitates the installation of streetlights and the expansion of the shared use path as shown on **Exhibit A**.

## **II. CITY OBLIGATIONS**

**2.01 Design and Construction Costs.** The City shall be solely responsible for the additional design and construction costs associated with the changes required to expand the proposed sidewalk to 12' and for the added streetlights and related appurtenances.

**2.02 Encroachment on City Property.** In order to widen the shared use path, grading may be required on City property and the City will approve this encroachment on the section from Bebee Rd. to Chapa Middle School.

**2.03 Construction Plans.** The City and the County or its delegatee will approve the plans and specifications related to the Project. Any changes or modifications to the plans will be submitted to the County prior to commencing construction and the City shall pay for any additional costs associated with any changes, if required.

**2.04 Construction Administration Costs.** The City will pay for any additional construction administration costs associated with processing the change order for the Project.

**2.05 Anticipated Costs.** The following are the preliminary anticipated costs for the Project to be paid by the City:

Item 1 – Illumination - \$375,000.00

Item 2 – Shared Use Path (SUP) - \$135,000.00

Item 3 – Construction Administration - \$7,500.00

Item 4 – Design Costs - \$50,000.00 (Paid for directly by City, not included in ILA)

Item 5 – Place one metal pole with lighting fixture for temporary lighting at the intersection of Dacy Lane and Bebee Rd. - \$3,181.50

Item 6 – Recoating of traffic poles - \$37,000.52

Item 7 – There may be construction delays associated with the addition of the items listed above that are not known at this time. The City agrees to pay all costs associated with construction delays for the items listed above only.

Item 8 – City will be responsible for providing electrical service for both the illumination and temporary lighting.

## **III. COUNTY OBLIGATIONS**

**3.01 Design Reimbursements.** The County shall contract with the Design Firm and be responsible for the payment of all Design Firm invoices. The County shall also manage and pay for the construction of the Project. Related invoices paid by the County shall be fully reimbursed

by the City. The anticipated amounts cited in Section 2.05, above, are estimates that may not be cover the full costs of the improvements, which the City shall be obligated to pay, even if the actual costs exceed the anticipated amounts. In order to be reimbursed the County shall invoice the City with an itemized bill reflecting the materials, equipment, and/or labor to be reimbursed. The City shall reimburse any invoices provided under this Agreement within thirty (30) days of receiving said invoice. Design costs for any changes requested by the City shall be addressed in an Amendment to this Interlocal Agreement, as appropriate.

#### **IV. DISPUTES**

##### **4.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**4.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**4.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

**V.**  
**GENERAL PROVISIONS**

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project and/or full reimbursement by the City, whichever occurs later.

**5.03 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.04 Default and Remedies.** If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

**5.05 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.06 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.07 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

**5.08 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.9 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

**5.10 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

<b>CITY:</b>	100 W. Center St. Kyle, Texas 78640 Attn: Travis Mitchell, Mayor Telephone: 512-262-1010 Email: mayormitchell@cityofkyle.com
--------------	--

**COUNTY:** Hays County Dept. of Transportation  
2171 Yarrington Road  
San Marcos, Texas 78666  
Attn: Jerry Borcharding, P.E.  
Telephone: (512) 393-7385  
Facsimile: (512) 393-7393

**5.11 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.12 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.13 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.15 No Joint Venture.** The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*



**HAYS COUNTY**

By: \_\_\_\_\_  
Ruben Becerra, County Judge

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

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

THE STATE OF TEXAS                   §

§

COUNTY OF HAYS                   §

§

**THIS INSTRUMENT** was acknowledged before me on this day of \_\_\_\_\_, 2022, by  
County Judge Ruben Becerra of Hays County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF KYLE, TEXAS**

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

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

**ATTEST:**

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

\_\_\_\_\_, \_\_\_\_\_ City Secretary

THE STATE OF TEXAS                   §

§

COUNTY OF HAYS                   §

§

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Travis Mitchell, Mayor of the City of Kyle, a Texas home-rule city, on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A



# Exhibit A

Project Area

End Project. End  
Illumination. End SUP

End Widening 10'  
SUP to 12'. Begin  
new SUP

Begin Project. Begin  
Illumination. Begin  
Widening 10' SUP to  
12'





## 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-1833-NP; Cadence Country Ranch Subdivision. Discussion and possible action to consider a variance from section 721.5.05 (B) of the Hays County Development Regulations and approval of final plat.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Cadence County Ranch Subdivision is a proposed 5 lot subdivision located off of Spanish Oak Trail and Chaparral Road in Precinct 4.

Water service to the subdivision will be provided by Aqua Texas and Wastewater service will be accomplished by Individual On-Site Sewage Facilities.

Section 721.5.05 of the Hays County Development Regulations states: "Flag lot shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed subdivision be allowed to utilize a flag lot configurations. Justification for the variance is included in the backup.



THE STATE OF TEXAS )  
COUNTY OF HAYS )

KNOW ALL MEN BY THESE PRESENTS:

THAT TIER THREE LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH ROBERT RUGGIO, BEING OWNER OF THAT 173.512 ACRE TRACT OF LAND AS CONVEYED BY THE DEED RECORDED IN DOCUMENT NO. 20021915 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND CURTIS AUSTIN INVESTMENTS, LLC, ACTING HEREIN AND THROUGH CURTIS DAVIDSON, BEING OWNER OF THAT 32.300 ACRE TRACT OF LAND AS CONVEYED BY THE DEED RECORDED IN DOCUMENT NO. 20022010 OF THE SAID OFFICIAL PUBLIC RECORDS, OUT OF THE JOSEPH S. ARRINGTON SURVEY NO. 56, ABSTRACT NO. 24, THE EL PASO IRRIGATION COMPANY SURVEY, ABSTRACT NO. 524, THE JAMES WELLS SURVEY NO. 84, ABSTRACT NO. 496, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 205.8127 ACRES OF LAND TO BE KNOWN AS "CADENCE COUNTRY RANCH", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_

BY:  
ROBERT RUGGIO, MANAGER  
TIER THREE, LLC  
11612 FM 2244, BLDG. 1, SUITE 140  
AUSTIN, TEXAS 78738

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_

BY:  
CURTIS DAVIDSON, MANAGER  
CURTIS AUSTIN INVESTMENTS, LLC  
11612 FM 2244, BLDG. 1, SUITE 140  
AUSTIN, TEXAS 78738

STATE OF TEXAS )  
COUNTY OF HAYS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT RUGGIO, MANAGER, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS )  
COUNTY OF HAYS )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CURTIS DAVIDSON, MANAGER, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, GREGORY A. WAY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING RELATED PORTIONS OF (TITLE 25) OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND THIS THE 6th DAY OF MAY, 2020.

GREGORY A. WAY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 4567 - STATE OF TEXAS  
CAPITAL SURVEYING COMPANY, INC.  
925 SOUTH CAPITAL OF TEXAS HWY.  
BLDG. B, STE. 115  
AUSTIN, TEXAS 78746



#### GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED IN THE CITY OF AUSTIN LIMITED PURPOSE JURISDICTION WITHIN HAYS COUNTY, TEXAS.
2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE AND APPROXIMATELY 1.25 MILES FROM THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN AN EXISTING DRAINAGE WAY.

## CADENCE COUNTRY RANCH, FINAL PLAT

#### GENERAL NOTES CONTINUED:

5. TOTAL ACREAGE OF DEVELOPMENT: 205.8127  
TOTAL ACREAGE OF LOTS: 205.8127  
TOTAL NUMBER OF LOTS: 5 AVERAGE SIZE OF LOTS: 41.1626  
NUMBER OF LOTS: Greater than 10 acres .5  
Larger than 5, less than 10 .0  
Between 2 & 5 acres .0  
Between 1 & 2 acres .0  
Less than one acre .0
6. WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY - EXPRESSED, IMPLIED, OR OTHERWISE - THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.
7. THE OWNER WILL ALLOW THE RIGHT-OF-ENTRY TO THE CITY, UTILITY OR PUBLIC SERVICE PROVIDERS AND EMERGENCY VEHICLES AS NECESSARY.
8. THIS SUBDIVISION IS LOCATED WITHIN ESD NO. 2 AND ESD NO. 8.
9. ALL CULVERTS WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER B.3.1
10. THIS SUBDIVISION IS REQUIRED TO OBTAIN BUILDING PERMITS BEFORE CONSTRUCTION CAN BEGIN ON RESIDENTIAL LOTS, AND SITE DEVELOPMENT AND BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN ON COMMERCIAL LOTS.
11. ALL PRIVATE STREETS AND R.O.W. SHALL BE DEDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
12. NO CONSTRUCTION WILL OCCUR WITHIN THE ENTERPRISE GAS AND PEDERNALES ELECTRIC COOPERATIVE PROVIDERS, AND EASEMENTS WITHOUT PRIOR NOTIFICATION OF EASEMENT HOLDER.
13. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL NOT BE GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
14. EACH LOT IS RESTRICTED TO SINGLE FAMILY USE.
15. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751 UNLESS A VARIANCE HAS BEEN GRANTED.
16. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5, OR OTHER METHODS, AS APPROVED.
17. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION PURSUANT TO THE CITY OF AUSTIN LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
18. NO LOTS SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED WATER SYSTEM AND AN ON-SITE SEWAGE FACILITY APPROVED BY HAYS COUNTY.
19. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HERS ASSIGNS.
20. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
21. ELECTRIC SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
22. THE PEDERNALES ELECTRIC COOPERATIVE, INC. (PEC) HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP ANY EASEMENTS CLEAR. THE UTILITY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF AUSTIN'S LAND DEVELOPMENT CODE.
23. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE PEDERNALES ELECTRIC COOPERATIVE, INC. WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
24. THIS SUBDIVISION IS SUBJECT TO (1) THE SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND THE BRADLEY PARTIES AS RECORDED IN DOCUMENT NO. 2000-0009382 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
25. AS PER SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF AUSTIN AND THE BRADLEY PARTIES, THIS SUBDIVISION CONSISTS OF TRACT 19 AS DEPICTED IN EXHIBIT C TO THE SETTLEMENT AGREEMENT AND IS SUBJECT TO THE WATER QUALITY REQUIREMENT AS SET OUT IN SECTION 6C OF THE SETTLEMENT AGREEMENT.

GENERAL NOTES CONTINUED ON SHEET 7 OF 7.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE LAND USE COMMISSION OF THE CITY OF AUSTIN, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

\_\_\_\_\_, CHAIR \_\_\_\_\_, SECRETARY

I, BRIAN W. FALTESEK, AM. AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 25 OF THE AUSTIN CITY CODE OF 1999 AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Brian Faltesek  
BRIAN W. FALTESEK  
LICENSED PROFESSIONAL ENGINEER NO. 105982  
LJA ENGINEERING  
7500 RIALTO BOULEVARD  
BUILDING II, SUITE 100  
AUSTIN, TEXAS 78735  
4-8-2022  
DATE



NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL #48209C0145F DATED SEPTEMBER 2, 2005 FOR HAYS COUNTY AND INCORPORATED AREAS.

Brian Faltesek  
BRIAN W. FALTESEK  
LICENSED PROFESSIONAL ENGINEER NO. 105982  
LJA ENGINEERING  
7500 RIALTO BOULEVARD  
BUILDING II, SUITE 100  
AUSTIN, TEXAS 78735  
4-8-2022  
DATE



NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M. DATE \_\_\_\_\_ MARCUS PACHECO, DATE \_\_\_\_\_  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR HAYS COUNTY DEVELOPMENT SERVICES

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 NO. \_\_\_\_.

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

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, DEVELOPMENT SERVICES DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_ A.D.

CESAR ZAVALA FOR:  
DENISE LUCAS, DIRECTOR  
DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS )  
COUNTY OF HAYS )

I, ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_, 20\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

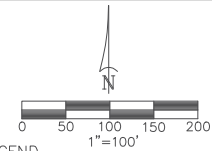
#### CADENCE COUNTRY RANCH

ESCI				CAPITAL SURVEYING COMPANY INCORPORATED
1101 Capital of Texas Highway South Austin, Texas 78746				Building & Sales 1115 (512) 337-4000
DRAWN BY:	WAL	SCALE:	1" = 100'	F.B.
JOB NO.:	20502.12	DATE:	DECEMBER 1, 2021	SHEET NO.:
DRAWING NO.:	20502P1	CRD #:	20502	1 OF 7

PLAT INFORMATION:  
TOTAL ACRES: 208.8127  
TOTAL NUMBER OF LOTS: 5  
NUMBER OF LOTS OVER 10 ACRES: 5

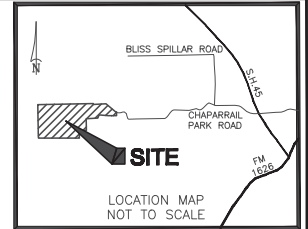


# CADENCE COUNTRY RANCH, FINAL PLAT



## LEGEND

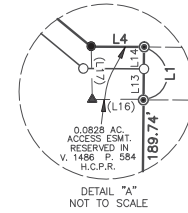
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- H.C.D.R. HAYS COUNTY DEED RECORDS
- H.C.P.R. HAYS COUNTY PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- 1/2" IRON ROD SET WITH PLASTIC CAP  
STAMPED "CAPITAL SURVEYING CO., INC."
- 1/2" IRON ROD FOUND WITH PLASTIC CAP  
STAMPED "CAPITAL SURVEYING CO., INC."
- 1/2" IRON ROD FOUND
- 1" IRON PIPE FOUND
- FENCE POST FOUND
- 60D NAIL FOUND IN TREE
- 60D NAIL FOUND
- 60D NAIL FOUND IN FENCE POST
- CALCULATED POINT



Block A - 5 Lots		
Lot	Square Feet	Acres
1	658,428	15.1154
2	ACCESS ESMTS. 35907	0.8243
3	ACCESS ESMTS. 748,570	17.1849
4	ACCESS ESMTS. 22,277	0.8655
5	ACCESS ESMT. 522,720	12.0000
6	ACCESS ESMT. 37,700	0.8655
7	ACCESS ESMT. 6,534,004	150.0001
8	ACCESS ESMT. 14,201	0.3260
9	ACCESS ESMT. 501,476	11.5123
10	ACCESS ESMT. 12,763	0.2930
TOTAL	8,965,200	205.8127

BLOCK "A"  
LOT 2  
17.185 AC.

BLOCK "A"  
LOT 1  
15.115 AC.



450.00 ACRES  
CITY OF AUSTIN  
Doc. No. 20021849  
O.P.R.H.C.

450.00 ACRES  
CITY OF AUSTIN  
Doc. No. 20021849  
O.P.R.H.C.

N88°53'40"E    3796.51'

632.99'

348.52'

BLOCK "A"  
LOT 2  
17.185 AC.

BLOCK "A"

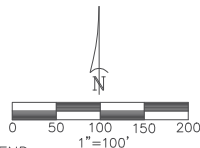
LIMITED  
PURPOSE  
PLANNING  
ZONING

(CITY OF AUSTIN)  
JOINT USE ACCESS EASEMENT  
Doc. No. \_\_\_\_\_  
O.P.R.H.C.  
AND  
(HAYS COUNTY)  
SHARED ACCESS DRIVEWAY —  
50.00'

BLOCK "A"  
LOT 5  
11.512 AC.

RAJNI JANI AND  
RANNA JANI  
10.003 ACRES  
Doc. No. 21031810  
O.P.R.H.C.

MATCHLINE  
SEE SHEET 6 OF 7



O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY  
H.C.D.R. HAYS COUNTY DEED RECORDS  
H.C.P.R. HAYS COUNTY PLAT RECORDS  
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TOTAL	8,965,200	205.8127

306

CADENCE COUNTRY RANCH

**CSCI**

**CAPITAL  
SURVEYING  
COMPANY  
INCORPORATED**  
Building D, Suite 110  
(512) 327-4006

1101 Capital of Texas Highway South Austin, Texas 78746		Building D, Suite 110 (512) 327-4006	
DRAWN BY:	WAL	SCALE:	1" = 100
JOB NO.:	20502.12	DATE:	DECEMBER 8, 2021
DRAWING NO.:	20502P1	CRD #:	20502
		F.B.	
		SHEET NO.:	
		3 OF 7	

# CADENCE COUNTRY RANCH, FINAL PLAT

BLOCK "A"

LOT 4  
150.000 AC.

SEE SHEET 3 OF 7  
MATCHLINE

BLOCK "A"  
LOT 5  
11.512 AC.

LOT 3  
12.000 AC.

LOT 2  
17.185 AC.

(CITY OF AUSTIN)  
JOINT USE ACCESS EASEMENT  
Doc. No. 17017668  
O.P.R.H.C.  
AND  
(HAYS COUNTY)  
SHARED ACCESS DRIVEWAY

RAJNI JANI AND  
RANNA JANI  
10.003 ACRES  
Doc. No. 21031810  
O.P.R.H.C.

DARRELL PATTERSON AND  
CARLA PATTERSON  
2.0 ACRES  
Doc. No. 17017668  
O.P.R.H.C.

RIVER WILD LP  
(400.46 ACRES)  
Doc. No. 17029156  
O.P.R.H.C.

(CITY OF AUSTIN)  
JOINT USE ACCESS EASEMENT  
Doc. No. 17017668  
O.P.R.H.C.  
AND  
(HAYS COUNTY)  
SHARED ACCESS DRIVEWAY

2 MILE CITY OF AUSTIN ETJ  
HAYS COUNTY ETJ

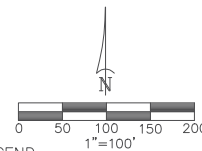
POST OAK PATH (S)

LOT 7

LOT 6

LOT 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°30'21"W	60.04'
L2	S63°43'17"W	36.32'
L3	S21°36'49"W	50.15'
L4	S89°30'47"E	60.01'
L5	S21°36'49"W	17.09'
L6	S21°36'49"W	16.53'
L7	S21°36'49"W	16.53'
L8	S88°45'00"E	34.72'
L9	S86°46'19"W	55.06'
L10	S86°46'19"W	57.92'
L11	N86°46'19"E	53.87'
L12	S02°39'47"E	50.33'
L13	S89°30'47"E	68.86'
L14	S00°30'21"W	35.04'
L15	S00°30'21"W	25.00'
(L16)	(N89°09'49"W)	(59.99')
(L17)	(N00°50'11"E)	(60.07')



## LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- H.C.D.R. HAYS COUNTY DEED RECORDS
- H.C.P.R. HAYS COUNTY PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
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- FENCE POST FOUND
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- 60D NAIL FOUND IN FENCE POST
- ▲ CALCULATED POINT

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5 ACCESS ESMT.	12,763	0.2930
TOTAL	8,965,200	205.8127

## CADENCE COUNTRY RANCH

CSCI		CAPITAL SURVEYING COMPANY
1101 Capital of Texas Highway South Austin, Texas 78746		Building D, Suite 110 (512) 327-4000
DRAWN BY: WAL	SCALE: 1" = 100'	F.B.
JOB NO.: 20502.12	DATE: DECEMBER 8, 2021	SHEET NO.: 4 OF 7
DRAWING NO.: 20502P1	CRD #: 20502	

C8-2021-0057.0A

CADENCE COUNTRY RANCH,  
FINAL PLAT

450.00 ACRES  
CITY OF AUSTIN  
Doc. No. 20021849  
O.P.R.H.C.

N88°53'40"E 3796.51'  
2815.00'

(N00°41'22"W 1454.31')

N01°06'20"W 972.16'

1325.0 ACRES  
CITY OF AUSTIN  
VOLUME 1473, PAGE 961  
H.C.D.R.

BLOCK "A"

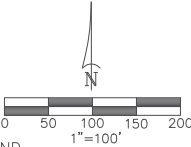
LOT 4  
150.000 AC.

MATCHLINE  
SEE SHEET 6 OF 7

SEE SHEET 3 OF 7  
MATCHLINE

N01°10'13"W 689.71'  
(N00°44'59"W 689.54')

2 MILE CITY OF AUSTIN ETJ  
LIMITED PURPOSE PLANNING ZONING



LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY  
H.C.D.R. HAYS COUNTY DEED RECORDS  
H.C.P.R. HAYS COUNTY PLAT RECORDS  
R.O.W. RIGHT-OF-WAY  
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CADENCE COUNTRY RANCH

<b>CSCI</b>		CAPITAL SURVEYING COMPANY, INCORPORATED	
		1101 Capital of Texas Highway South Austin, Texas 78748	
DRAWN BY:	WAL	SCALE:	1" = 100'
JOB NO.:	20502.12	DATE:	DECEMBER 8, 2021
DRAWING NO.:	20502P1	CRD #:	20502
			SHEET NO.: 5 OF 7

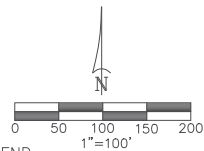


CADENCE COUNTRY RANCH,  
FINAL PLAT

SEE SHEET 5 OF 7  
MATCHLINE

SEE SHEET 4 OF 7  
MATCHLINE

BLOCK "A"  
LOT 4  
150.000 AC.



LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY  
H.C.D.R. HAYS COUNTY DEED RECORDS  
H.C.P.R. HAYS COUNTY PLAT RECORDS  
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▲ CALCULATED POINT

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2 MILE CITY OF AUSTIN ETJ

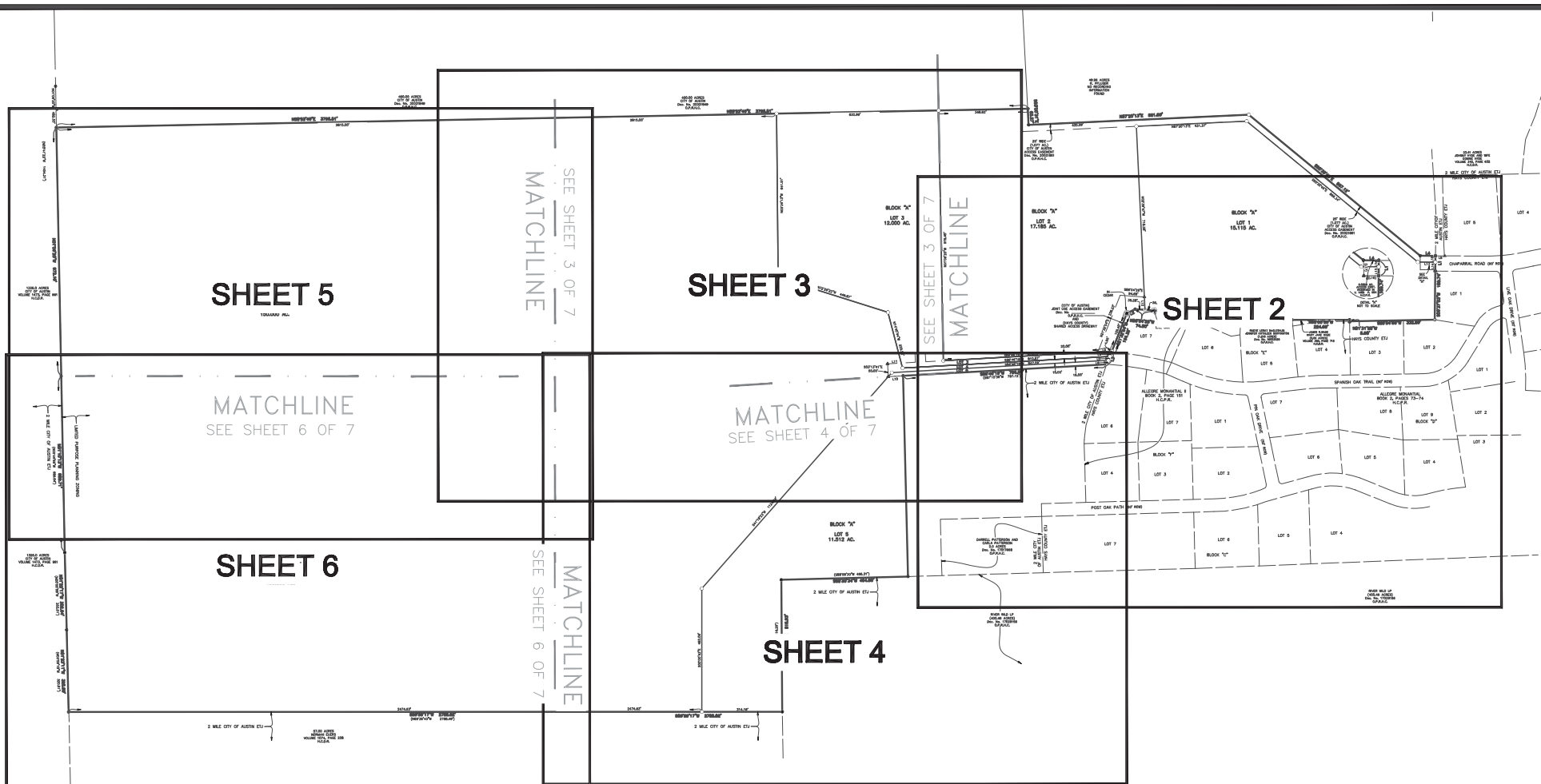
57.00 ACRES  
NORMAN EUERS  
VOLUME 1074, PAGE 258  
H.C.D.R.

2474.63'  
S89°59'17"W 2788.82'  
(N89°35'40"W 2788.49')

CADENCE COUNTRY RANCH

<b>CSCI</b>		CAPITAL SURVEYING COMPANY INCORPORATED	
		1101 Capital of Texas Highway South Austin, Texas 78746 (512) 327-4500	
DRAWN BY:	WAL	SCALE:	1" = 100'
JOB NO.:	20502.12	DATE:	DECEMBER 8, 2021
DRAWING NO.:	20502P1	CRD #:	20502
			SHEET NO.: 6 OF 7

C8-2021-0057.0A



GENERAL NOTES CONTINUED:

26. PARKLAND REQUIREMENTS FOR THIS SUBDIVISION WERE SATISFIED BY THE DEDICATION OF 79.4 ACRES OF LAND WITHIN THE HIELSHER SUBDIVISION.
27. PER SAID CONSERVATION EASEMENTS TO RESTRICT IMPERVIOUS COVER, 1.15 ACRES OF IMPERVIOUS COVER HAS BEEN ALLOCATED TO THIS SUBDIVISION.
28. THE USE OF PESTICIDES WILL BE IN ACCORDANCE WITH SPECIFICATION OF THE INTEGRATED PEST MANAGEMENT (IPM) PLAN AS REQUIRED BY SECTION 1.6.9.2D OF THE ENVIRONMENTAL CRITERIA MANUAL (ECM)
29. THE PRESENCE OF A CRITICAL ENVIRONMENT FEATURE ON OR NEAR A PROPERTY MAY AFFECT DEVELOPMENT. ALL ACTIVITIES WITHIN THE CRITICAL ENVIRONMENT FEATURE (CEF) SETBACK MUST COMPLY WITH THE CITY OF AUSTIN CODE AND CRITERIA. THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
30. THREE (3) POINT RECHARGE CRITICAL ENVIRONMENT FEATURES ARE PRESENT WITHIN LOT 1 AND TWO (2) POINT RECHARGE CRITICAL ENVIRONMENT FEATURES ARE PRESENT WITHIN LOT 4. CITY OF AUSTIN LAND DEVELOPMENT CODE RESTRICTIONS APPLY THAT MAY LIMIT OR PROHIBIT THE EXTENT OF DEVELOPMENT NEAR THESE FEATURES.
31. THE OWNER OF THIS SUBDIVISION AND THE OWNER'S SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS THAT COMPLY WITH (CITY OF AUSTIN) REGULATIONS. THE OWNER UNDERSTANDS THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH THE REGULATIONS.
32. THE JOINT USE ACCESS EASEMENT SHOWN HEREON WILL BE OWNED AND MAINTAINED BY THE LOT OWNERS SERVED BY THE JOINT USE DRIVEWAY.
33. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNER OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN PERMITS INCLUDING PERMITS, SITE PLAN APPROVALS, AND/OR CERTIFICATES OF OCCUPANCY.
34. NO PORTION OF THIS TRACT IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOODPLAIN AS DELINEATED ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL #48209C0145F, EFFECTIVE DATE OF SEPTEMBER 2, 2005 FOR HAYS COUNTY AND INCORPORATED AREAS.
35. WATER SERVICE IS PROVIDED BY AQUA TEXAS AND WASTEWATER IS PROVIDED BY ON-SITE SEWAGE FACILITIES.
36. THIS SUBDIVISION IS LOCATED IN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
37. MAILBOXES PLACED WITHIN THE R.O.W. SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
38. ADDRESSES FOR RESIDENTIAL FLAG LOTS MUST BE DISPLAYED AT THEIR CLOSEST POINT OF ACCESS TO A PUBLIC STREET.
39. EACH LOT WITHIN THIS SUBDIVISION SHALL HAVE SEPARATE SEWER TAPS, SEPARATE WATER METERS, AND THEIR RESPECTIVE PRIVATE WATER AND SEWER LINES SHALL BE POSITIONED OR LOCATED IN A MANNER THAT WILL NOT CROSS LOT LINES.
40. JOINT USE ACCESS DRIVEWAY SHALL BE CONSTRUCTED PER APPROVED DRIVEWAY PLAN.
41. PARKLAND DEDICATION HAS BEEN SATISFIED FOR 5 UNITS.
42. THE LOTS IN THIS PLAT SHALL NOT BE FURTHER SUBDIVIDED.
43. ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBDIVISION.
44. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.



NOT TO SCALE

## CADENCE COUNTRY RANCH

**ESCI**

CAPITAL  
SURVEYING  
COMPANY  
INCORPORATED  
Building 6, Suite 110  
(512) 327-4006

DRAWN BY:	WAL	SCALE:	N/A	F.B.
JOB NO.:	20502.12	DATE:	DECEMBER 8, 2021	SHEET NO.:
DRAWING NO.:	20502P1	CRD #:	20502	7 OF 7

December 20, 2021

Colby Machacek  
Hays County Development Services  
2171 Yarrington Road, Suite 100,  
Kyle, Texas 78640

Re: Cadence Country Ranch  
Hays County Project ID: PLN-1833-NP  
LJA Job No. A332-413-311

Dear Mr. Machacek:

This letter is submitted to request a variance from the Hays County Development Code Regulations, Chapter 721, Section 5.05(B), Flag lots shall not be permitted, except if approved by the Commissioner's court as consistent with the intent and spirit of these regulations and from Table 721.02, Minimum Lot Frontage.

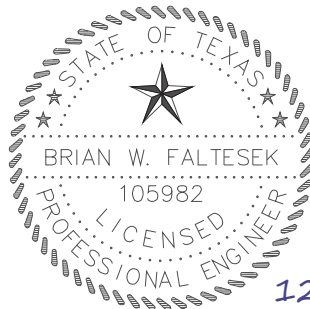
This request is made to meet City of Austin requirements. The City of Austin requires all lots to have frontage on public or private street to be considered a legal lot. Only 50 feet of frontage is available on Spanish Oak Trail and Chaparral Road. To meet the requirements of the City of Austin, the use of flag lots is required. All lots have a minimum of 15 feet of frontage, to meet the City of Austin flag lot requirements. A 50 foot joint use access easement is provided over the flag pole section of the lots to provide a joint use access driveway.

If you have any questions, please contact me at 439-4700.

Sincerely,



Brian Faltesek, P.E.



12-20-2021



## **REQUEST FOR VARIANCE APPLICATION PACKET**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

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

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

## **OWNER INFORMATION:**

Property Owner's Full Legal Name: Robert Ruggio (Tier Three LLC)  
Property Owner's Mailing Address: 11612 FM 2244, BLDG. 1, SUITE 140 Austin, TX 78738  
Home Phone: \_\_\_\_\_ Work Phone (512) 301-8888  
Cell Phone: \_\_\_\_\_ e-Mail Address: bobr@cadencetexas.com

**IF APPLICABLE:** Owner hereby gives LJA Engineering, Inc. - Brian Faltesek, P.E. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

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

Owner's Signature

STATE OF TEXAS  
COUNTY OF Travis

Subscribed and sworn to before me this 8<sup>th</sup> day of February, 2022

(seal)



Notary Public

My Commission expires: 10/21/2025

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

Applicant's Full Legal Name: Brian Faltesek, P.E.  
Applicant's Mailing Address: 7500 Rialto Blvd. Building II Suite 100 Austin, TX 78735  
Home Phone: (512) 439-4700 Work Phone: (512) 439-4700  
Cell Phone: \_\_\_\_\_ e-Mail Address: bfaltesek@lja.com

## **PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): CADENCE COUNTRY RANCH  
911 street address for the Subject Property, if established: Chaparral Road and Spanish Oaks Trail





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

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

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

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

## **OWNER INFORMATION:**

Property Owner's Full Legal Name: Curtis Davidson (Curtis Austin Investments LLC)  
Property Owner's Mailing Address: 11612 FM 2244, BLDG. 1, SUITE 140 Austin, TX 78738  
Home Phone: \_\_\_\_\_ Work Phone: (512) 301-8888  
Cell Phone: \_\_\_\_\_ e-Mail Address: curtisd@cadencetexas.com

**IF APPLICABLE:** Owner hereby gives LJA Engineering, Inc. - Brian Faltesek, P.E. permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

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

[Signature]  
Owner's Signature

STATE OF TEXAS  
COUNTY OF Travis

Subscribed and sworn to before me this 8th day of February, 2022

(seal)



[Signature]  
Notary Public  
My Commission expires: 10/21/2025

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

Applicant's Full Legal Name: Brian Faltesek, P.E.  
Applicant's Mailing Address: 7500 Rialto Blvd. Building II Suite 100 Austin, TX 78735  
Home Phone: (512) 439-4700 Work Phone: (512) 439-4700  
Cell Phone: \_\_\_\_\_ e-Mail Address: bfaltesek@lja.com

## **PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): CADENCE COUNTRY RANCH  
911 street address for the Subject Property, if established: Chaparral Road and Spanish Oaks Trail

Legal description:

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

If not located in a subdivision: Survey 173.512 Acre Tract of Joseph S. Arrington Survey No. 56,

Abstract No. 24 , Recorded (Vol/Page) Doc. No. 20021915

Hays Central Appraisal District Property ID Number: R92021 & R134409

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

Hays County Precinct in which the subject property is located: 3

*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
  - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
  - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
  - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
  - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☒ Other (specify): Chapter 721, Section 5.05(B), Flag Lots

**All Applicants complete the following:**

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

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721, Section 5.05(B), Flag Lots	Flag lots shall not be permitted, except if approved by the Commissioner's Court as consistent with the intent and spirit of these regulations.	The request to allow flag lots is being made to meet the requirements of the City of Austin.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>
	<hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/>

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

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

The Cadence Country Ranch property is located within the City of Austin Limited Purpose Jurisdiction. The only access to this property is by two dead end streets with a 50' ROW (Spanish Oak Trail and Chaparral Road). In order to meet the legal lot requirement and provide frontage for each of the proposed 5 lots, the use of flag lots is necessary to meet City of Austin Code.

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

The Cadence Country Ranch property is approximately 205 acres. Without the use of flag lots only two single family lots would be allowed. The intent of this development is to provide low density single family lots. Only 5 lots on a 205 acre tract are proposed.

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

Granting of this variance will allow the proposed low density single family development that will maintain the rural character of the existing neighborhood. The proposed use will have low traffic compared to other types of development.

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

The variance is only requested to provide reasonable use of the property and to meet City of Austin Code.

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

The variance will allow the proposed 5 single family lots access from the existing two roadways with the use of joint use access driveway.

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

The variance will allow large lot single family lots with a low proposed impervious cover. A larger undisturbed area will be provided than with other uses.

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

This variance will resolve a conflict between Hays County Code and City of Austin Code. Per section 25-4-175 of the City of Austin Land Development Code, flag lots are necessary to meet the minimum lot frontage requirement.

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

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

- Project #PLN-18-33-NP submitted on 10/08/2021
- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☐ Other – List any other supplemental information submitted with this Application:

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

\*\*\*\*\*

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

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



Print Name Robert Ruggio (Tier Three LLC)

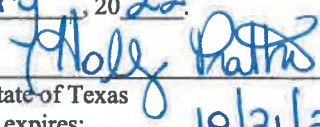
STATE OF TEXAS  
COUNTY OF ~~HAYS~~

§  
§ Travis

Subscribed and sworn to before me this 8<sup>th</sup> day of February, 2022.

(seal)



  
Notary Public, State of Texas  
My Commission expires: 10/21/2025



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

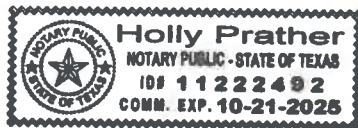
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby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

  
Print Name Curtis Davidson (Curtis Austin Investments LLC)

STATE OF TEXAS     §  
COUNTY OF HAYS   §

Subscribed and sworn to before me this Travis 8<sup>th</sup> day of February, 2022.

(seal)



  
Notary Public, State of Texas

My Commission expires:

10/21/2025

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider granting a variance from sections 721.4.01 and 721.5.05(B) of the Hays County Development Regulations for the Driftwood Ranch Subdivision, Phase Three.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Driftwood Ranch Subdivision, Phase Three is a proposed 13 Lot Subdivision located off of FM 967 and FM 1826 in Precinct 4. All Proposed Road Improvements will be privately maintained.

Section 721.4.01 of the Hays County Development Regulations requires that all private roadways be designed and constructed in accordance with the standards for public roadways set forth in Chapter 721. This chapter establishes the standard for utility location in relation to road improvements. The developer is requesting for utilities to be placed under the private road improvements. Justification for this request is included in the backup.

Section 721.5.05 of the Hays County Development Regulations states: "Flag lot shall not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination." The owner is requesting that the proposed subdivision be allowed to utilize a flag lot configuration for a proposed non-single family lot. Justification for this request is included in the backup.

This subdivision is reviewed under the 1445 Interlocal Agreement with the City of Dripping Springs. Consideration of this variance request is required for the final approval.







PARCEL CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	81.01	225.47	20.68	S84° 42' 14"W	80.81
C2	279.59	549.45	24.78	S86° 40' 14"W	277.43
C3	430.32	549.45	35.47	N62° 00' 12"W	393.86
C4	331.23	549.45	9.02	N42° 51' 23"W	301.69
C5	75.10	146.27	20.61	N37° 48' 34"W	75.21
C6	89.78	114.00	45.12	N25° 40' 54"W	97.47
C7	41.66	15.00	39.72	N10° 41' 12"W	43.95
C8	126.54	85.00	106.86	S37° 54' 45"W	103.88
C9	17.89	25.00	15.30	S27° 10' 42"E	17.06
C10	83.51	35.60	88.56	S47° 42' 28"E	78.10
C11	66.75	150.00	34.90	S57° 01' 59"E	67.47
C12	95.23	856.83	7.10	S37° 07' 48"E	88.19
C13	194.35	886.41	15.89	S67° 49' 19"E	193.72
C14	117.89	596.43	5.83	S43° 22' 59"E	114.55
C15	127.80	899.40	15.50	S77° 10' 34"E	127.72
C16	115.29	886.43	9.26	S67° 21' 39"E	116.27
C17	111.66	896.43	9.18	N67° 32' 30"E	111.54
C18	103.71	886.43	8.55	N74° 38' 47"E	103.61
C19	68.57	175.47	22.37	N87° 32' 56"E	68.06

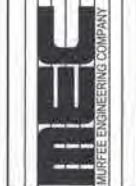
LINE TABLE		
Line #	Length	Direction
L1	7.71	S62° 21' 07" E
L2	18.33	N87° 20' 34" W
L3	90.90	S17° 19' 31" E
L4	39.87	S87° 31' 43" W
L5	30.27	N72° 11' 48" W
L6	35.53	N37° 37' 54" W



DRIFTWOOD SUBDIVISION PHASE THREE  
PRELIMINARY PLAT  
DRIFTWOOD, TEXAS



1301 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746  
512.337.4524  
Texas Registered Engineering Firm # 4-953



DEVELOPED BY: N/A  
DRAWN BY: SJA  
CHECKED BY: JR  
APPROVED BY: JR  
DATE: 01/10/2023

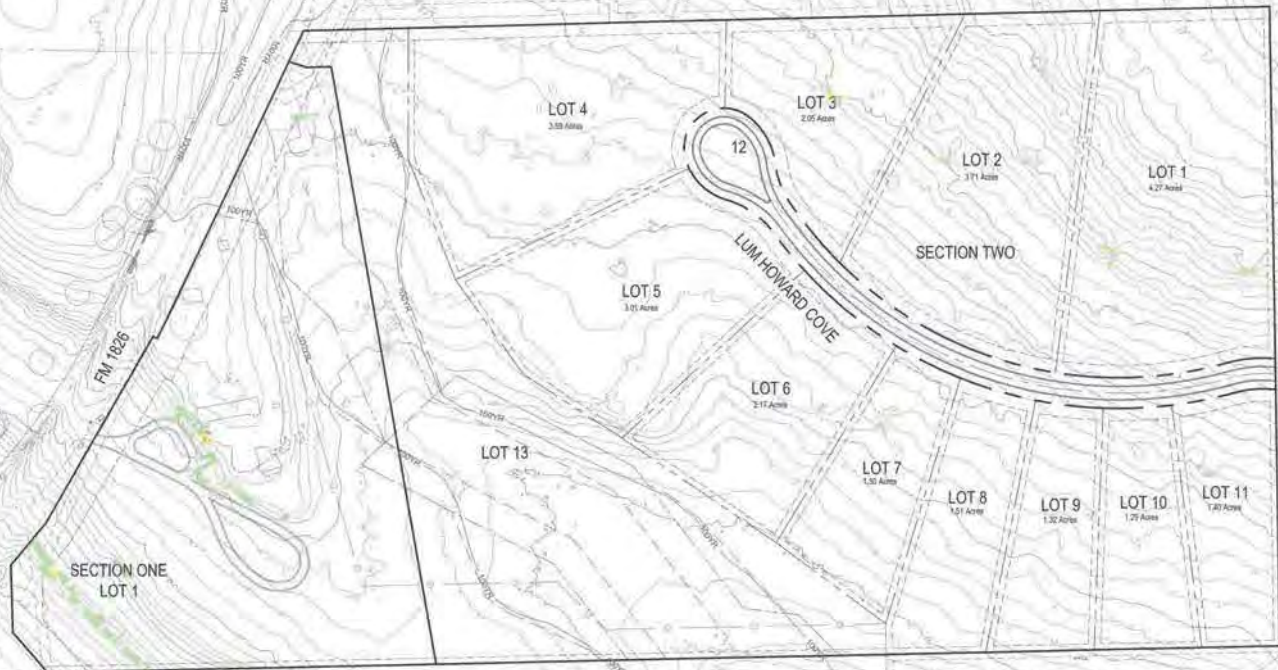
JOB NO.:  
SHEET NO.:  
3 OF 8

DRIFTWOOD SUBDIVISION PHASE THREE PRELIMINARY PLAT



NOT DATE: 2020-01-17  
FILE: 11-11-2011 11:00:00 AM  
PROJECT: 11-11-2011 11:00:00 AM  
DRAWN BY: J. BLAKE  
CHECKED BY: J. BLAKE  
DATE: 2020-01-17

SLOPE TABLE				
Number	Minimum Slope	Maximum Slope	Area (SF)	Color
1	0.00%	15.00%	1494057.77	Green
2	15.00%	25.00%	7563.61	Yellow
3	25.00%	35.00%	328.26	Orange
4	35.00%	MAX	40.31	Red



DRIFTWOOD SUBDIVISION PHASE THREE PRELIMINARY PLAT

DRIFTWOOD SUBDIVISION PHASE THREE PRELIMINARY PLAT DRIFTWOOD, TEXAS		SLOPE MAP	
1301 CAPITAL OF TEXAS HIGHWAY SOUTH BULFORD, SUITE 110 AUSTIN, TEXAS 78746 Phone: (512) 377-1000 Fax: (512) 377-1001 Email: jkblake@murree.com		MURREE ENGINEERING COMPANY Texas Registered Engineering Firm F-503	
DESIGNED BY	JAB	DRAWN BY	JAB
CHECKED BY	JAB	APPROVED BY	JAB
DATE	2/10/2020		
JOB NO.		SHEET NO.	
4 OF 8			



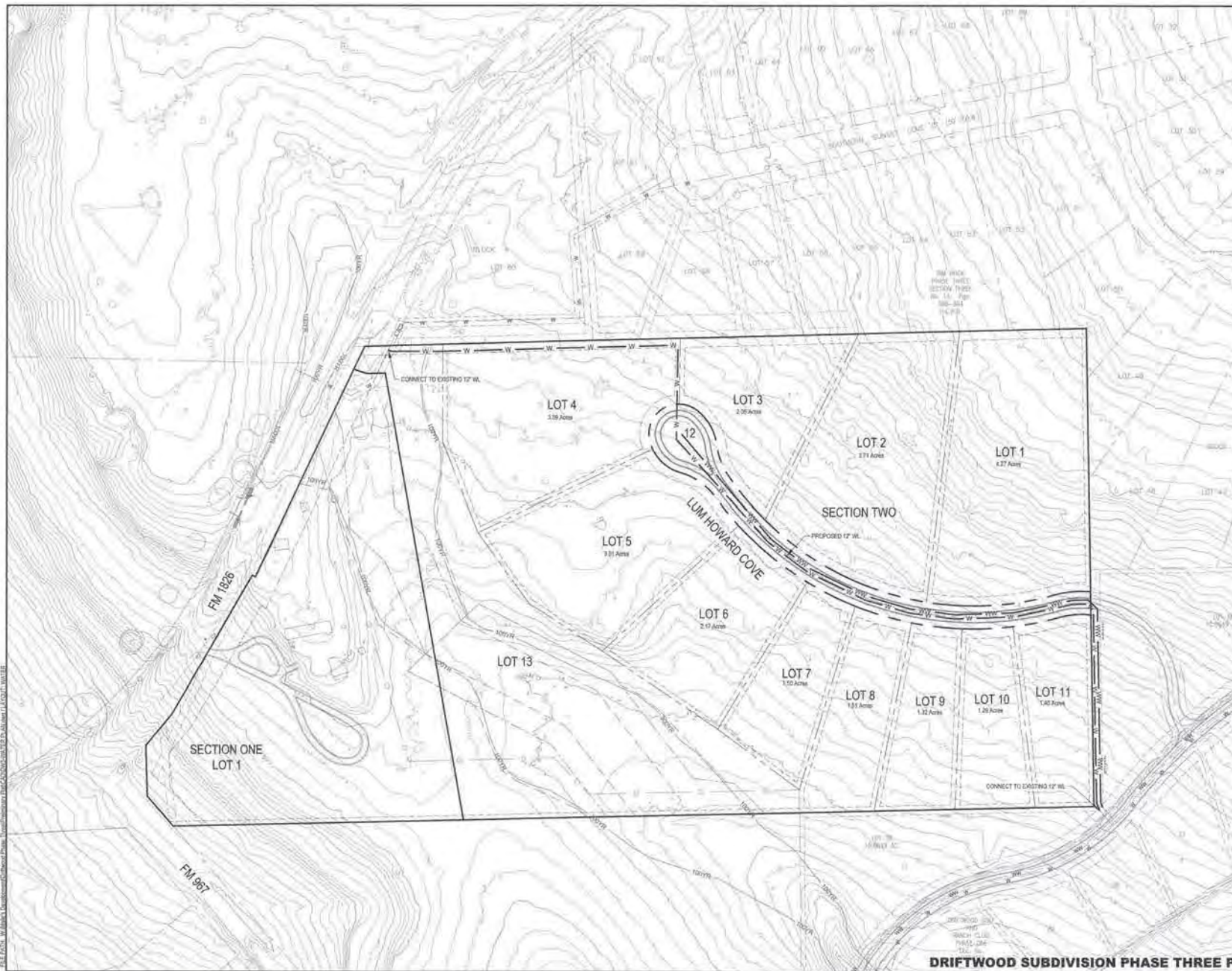








NOT DATE 2020-07-15  
 151 E. 12TH ST. AUSTIN, TEXAS 78701-1111  
 TEL: 512.476.1111 FAX: 512.476.1112  
 WWW.MURREEENGINEERS.COM



**LEGEND**

— W — PROPOSED WATERLINE  
 --- WW --- PROPOSED WASTEWATER LINE  
 --- W --- EXISTING WATERLINE  
 --- WW --- EXISTING WASTEWATER LINE

SCALE: 1"=100'

DRIFTWOOD SUBDIVISION PHASE THREE  
 PRELIMINARY PLAT  
 DRIFTWOOD, TEXAS  
 WATER PLAN



**MEEC**  
 MURREE ENGINEERS COMPANY  
 1611 CAPITAL OF TEXAS HIGHWAY SOUTH  
 BUILDING D, SUITE 110  
 AUSTIN, TEXAS 78746  
 TEL: 512.476.1111 FAX: 512.476.1112  
 WWW.MURREEENGINEERS.COM

DESIGNED BY: SJA  
 DRAWN BY: SJA  
 CHECKED BY: JH  
 APPROVED BY: JH  
 DATE: 07/15/2020  
 JOB NO.: 20170002  
 SHEET NO.: 7 OF 8

DRIFTWOOD SUBDIVISION PHASE THREE PRELIMINARY PLAT







## **REQUEST FOR VARIANCE APPLICATION PACKET**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

To be included with Plat Submittal  
or Application for Development Authorization

<i>For Office Use Only</i>	
Tracking Number:	_____
Date App. Received:	_____
Precinct # in which located:	_____

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

**OWNER INFORMATION:**

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

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

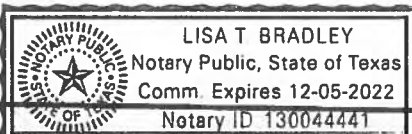
I hereby certify that the above statements are true and correct to the best of my knowledge.

*[Signature]*  
Owner's Signature

STATE OF TEXAS  
COUNTY OF HAYS

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 20 22

(seal)



*[Signature]*  
Notary Public  
My Commission expires: 12/5/22

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

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

**PROPERTY INFORMATION:**

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



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

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

Tracking Number: \_\_\_\_\_

Date App. Received: \_\_\_\_\_

Precinct # in which located: \_\_\_\_\_

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

**OWNER INFORMATION:**

Property Owner's Full Legal Name: M. Scott Roberts

Property Owner's Mailing Address: P.O. Box 311, Driftwood, TX 78619

Home Phone: 512-917-8899 Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ e-Mail Address: silvergarza@sbcglobal.net

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

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

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

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

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

(seal)

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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

Applicant's Full Legal Name: John Blake, P.E., Murfee Engineering Co., Inc.

Applicant's Mailing Address: 1101 S Capital of Texas Hwy., Bldg. D-110, Austin, TX 78746

Home Phone: \_\_\_\_\_ Work Phone: 512-327-9204

Cell Phone: \_\_\_\_\_ e-Mail Address: jblake@murfee.com

**PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): Driftwood Subdivision, Phase Three

911 street address for the Subject Property, if established: 17901 FM 1826, Driftwood, TX 78619

Legal description:

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

If not located in a subdivision: Survey Freelove Woody Sur 23,

Abstract 20, Recorded (Vol/Page) 301/865

Hays Central Appraisal District Property ID Number: R131141

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

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

*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

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

**All Applicants complete the following:**

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

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Hays County Development Regulations, Chapter 721, Subchapter 5 – 5.05(B) Flag Lots	<u>Flag lots shall not be permitted, except if approved by the Commissioners court as consistent with the intent and spirit of these Regulations.</u>	<u>The variance is being requested to allow a flag lot for the proposed vineyard lot.</u>

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

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

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

The desire is to keep the area/lot in its natural state while enhancing the area with vineyards and creating large acreage single-family lots.

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

The vineyard flag lot is 7.39 acres and acts as a buffer around the estate lots. Without the flagged lot variance, the land plan would need to be revised and more impervious cover would be required to extend the proposed road to obtain frontage. The idea of the development is to minimize impervious cover and be considerate of the natural state the land.

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

Since no structures are proposed, there is no problem with building pad encroachments in setbacks or any type of Easement or the need to provide sufficient width for necessary utilities or drives. The granting of the variance will not be detrimental to the public health, safety, and welfare, and will not be injurious to other property. The lot is not so oddly Shaped as to create a hindrance to the logical lot layout of surrounding properties.



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

The request for the variance is to keep the area/lot in its natural state while enhancing the area with vineyards and creating large acreage single-family lots. A redesign to provide frontage would increase impervious cover.

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

Functionality will be improved on the property by keeping the area/lot in its natural state while enhancing the area with vineyards and creating large acreage single family lots. The average size of the lots is 2.35 acres.

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

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

NA.

\*\*\*\*\*

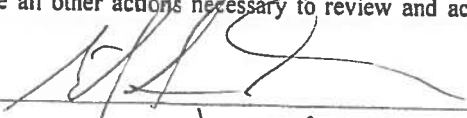
### PRE-SUBMITTAL CHECKLIST

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

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

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

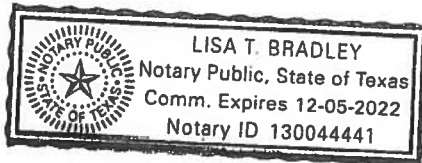
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby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

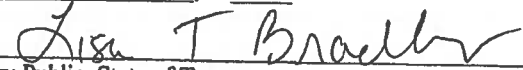
  
Print Name SILVER GARZA

STATE OF TEXAS §  
COUNTY OF HAYS §

Subscribed and sworn to before me this 7<sup>th</sup> day of March, 2022.

(seal)



  
Notary Public, State of Texas  
My Commission expires: 12/5/22



## REQUEST FOR VARIANCE APPLICATION PACKET

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

### WHAT IS A VARIANCE?

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

### WHO MAY SEEK A VARIANCE?

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

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

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

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

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

### HOW DO I APPLY FOR A VARIANCE?

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

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

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

### HOW MUCH DOES A VARIANCE REQUEST COST?

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



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

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

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

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

**OWNER INFORMATION:**

Property Owner's Full Legal Name: \_\_\_\_\_

Property Owner's Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ e-Mail Address: \_\_\_\_\_

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

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

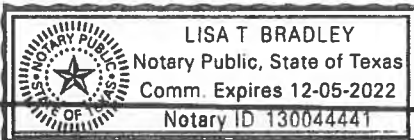
*[Signature]*  
Owner's Signature

STATE OF TEXAS

COUNTY OF HAYS

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 2022

(seal)



*[Signature]*  
Notary Public

My Commission expires: 12/5/22

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

Applicant's Full Legal Name: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ e-Mail Address: \_\_\_\_\_

**PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): \_\_\_\_\_

911 street address for the Subject Property, if established: \_\_\_\_\_



## REQUEST FOR VARIANCE Hays County, Texas

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

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

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

### OWNER INFORMATION:

Property Owner's Full Legal Name: M. Scott Roberts  
Property Owner's Mailing Address: P.O. Box 311, Driftwood, TX 78619  
Home Phone: 512-917-8899 Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ e-Mail Address: silvergarza@sbcglobal.net

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

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

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

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

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

(seal)

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

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

Applicant's Full Legal Name: John Blake, P.E., Murfee Engineering Co., Inc.  
Applicant's Mailing Address: 1101 S Capital of Texas Hwy., Bldg. D-110, Austin, TX 78746  
Home Phone: \_\_\_\_\_ Work Phone: 512-327-9204  
Cell Phone: \_\_\_\_\_ e-Mail Address: jblake@murfee.com

### PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Driftwood Subdivision, Phase Three  
911 street address for the Subject Property, if established: 17901 FM 1826, Driftwood, TX 78619



Legal description:

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

If not located in a subdivision: Survey Freelove Woody Sur 23,

Abstract 20, Recorded (Vol/Page) 301/865

Hays Central Appraisal District Property ID Number: R131141

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

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

*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
  - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
  - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
  - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
  - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): Variance from Chapter 721 Roadway Standards

**All Applicants complete the following:**

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

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Hays County Development Regulations, Chapter 721, Subchapter 4 – Private Roadway	Requiring all private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be Designed and constructed in accordance with the Standards in Chapter 721, Subchapter 5 for Public Roadways.	The variance is being requested to allow a variance From private roadways being required to be constructed as Regulated Roadways for the purpose of Locating municipal utilities under the roadway.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

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

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

The water and wastewater lines in this development will be owned and operated by the City of Dripping Springs.

The City standard details call for utilities to be place under pavement. We request that we be allowed to vary from Hays County policy of locating utilities outside of pavement in order to comply with City standards.

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

The subdivision is within the water and wastewater service area of the City of Dripping Springs. The City desires to Have their lines under the roadway as a condition to get plan approval.

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

Waterlines under pavement are common in Hays County and should not have any greater chance of inherent detrimental effect to public health, safety, and welfare, should not be injurious to other property, and should not prevent orderly development of the land than locating the utility lines outside the roadway.

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

The request for this variance is based on the City of Dripping Springs standard utility assignment.

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

Functionality will be improved on the property by allowing the City to operate and maintain their facilities in the manner to which they are accustomed.

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

NA

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

The City of Dripping Springs standard details calls for the water and wastewater lines to be placed under the pavement. The utilities in this development will be owned and operated by the City and the placement of the lines under the pavement will promote efficient operation and maintenance. In addition, a note will be placed on the plat stating that the streets in this subdivision will never be dedicated or maintained by Hays County as requested by staff.

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

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

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

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

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

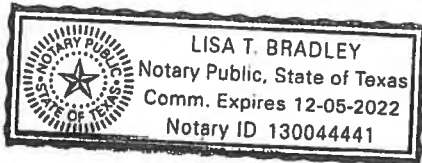
Print Name

SILVERGARZA

STATE OF TEXAS §  
COUNTY OF HAYS §

Subscribed and sworn to before me this 1<sup>st</sup> day of March, 2022.

(seal)



Lisa T Bradley  
Notary Public, State of Texas

My Commission expires:

12/5/22

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to convert an existing Corrections Officer, slot 0605-167, to a Multimedia Specialist position (Grade 112) effective June 1, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 24, 2022	\$165

#### LINE ITEM NUMBER

001-618-03.5021 Staff Salaries

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	SHELL

#### SUMMARY

The Sheriff's Office is experiencing an unprecedented amount of job vacancies due to resignations, retirees, promotions, and a lack of candidates interested in a career in Law Enforcement. Because of this, the Sheriff is requesting a position that can develop a marketing campaign to assist with recruiting and staffing. This position will create a solid online presence for the agency and implement online marketing strategies through social media accounts and other avenues.

A current vacant Corrections Officer slot will be converted to fill this roll. The new position is requested at grade 112, with a starting salary of \$43,759. Funds within the operating budget are available to fund this request.

Sheriff's Jail Division

Convert Corrections Officer (CBA)

Multimedia Specialist, Grade 112

effective 6/1/22

43,352	Corrections Officer
43,759	Grade 112
407	Difference
89	Fringe
496	Annualized
165	FY22 Impact





## HAYS COUNTY JOB DESCRIPTION

### MULTIMEDIA SPECIALIST

Job Code	Grade	FLSA Exempt Status	Safety Sensitive	Phone Allocation
?	112	<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Non-Exempt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Reports to			Current Version Date:	
Human Resource Manager			03/2022	

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### Summary

The Multimedia Specialist is responsible for developing a marketing campaign to assist with recruiting and staffing for the Hays County Sheriff's Office. The Multimedia Specialist will need to create and maintain a strong online presence for our agency and implement online marketing strategies through social media accounts and other avenues. The Multimedia Specialist must have excellent knowledge of several social media platforms and have excellent communication, planning and time management skills. This individual should be innovative, organized and self-motivated and possess excellent interpersonal skills with the ability to multitask.

#### Responsibilities

- Execute a results-driven recruitment marketing strategy.
- Develop and curate engaging content for multiple outreach avenues including social media platforms.
- Assist in the creation and editing of written, video, and photo content.
- Attend events and produce live social media content.
- Maintain unified brand voice across various marketing platforms.
- Collaborate with marketing team to create a social media calendar.
- Monitor social media channels for industry trends.
- Interact with users and respond to social media messages, inquiries, and comments.
- Review analytics and create reports on key metrics.
- Assist in the development and management of a marketing strategy including the use of influencer marketing.
- Related special projects as assigned.
- Performs other duties as assigned.

#### Knowledge Required

- General skill providing information and assisting Sheriff's Office staff and the public.
- Proficient knowledge of word processing and personal computer applications and software.
- Exceptional knowledge of grammar, punctuation, and spelling.
- Exceptional knowledge of modern office procedures and practices.
- Exceptional knowledge of customer relations.
- Exceptional knowledge of telephone etiquette.

#### Skills Required

- Passion for social media and proficiency with major social media platforms and social media management tools
- Proficiency with video and photo editing tools, digital media formats, and HTML
- Excellent social listening skills

- Ability to understand historical, current, and future trends in the digital content and social media space
- Strong copywriting and copy editing skills
- Top-notch oral and verbal communication skills
- Impeccable time management skills with the ability to multitask
- Detail-oriented approach with ability to work under pressure to meet deadlines
- Excellent knowledge of trending social media platforms such as Facebook, Instagram, LinkedIn, TikTok, Twitter, Snapchat, etc.
- Knowledge of analytics tools.

### **Education and/or Experience**

- Bachelor's degree in marketing or a related field
- 2-3 years experience with social media marketing or content development
- Direct experience using social media scheduling and management tools (Loomly, Hootsuite, Sprinklr)
- Experience with Microsoft Office (Word, Excel, Outlook, Powerpoint)
- Experience with Adobe Creative Cloud (Photoshop, Premier Pro) or equivalent digital media editing tools a plus

### **Other Qualifications, Certificates, Licenses, Registrations**

- Class C TX driver's license.
- Bilingual may be preferred (Spanish and English).

### **Supervision**

- The Multimedia specialist is required to satisfactorily perform the above duties and will be evaluated for technical soundness, accuracy, completeness, and organization
- The Multimedia specialist is responsible for carrying out assignments independently
- This position does not directly supervise other positions

### **Emotional Demands**

This position must be able to obtain, clarify or give facts to county employees and members of the outside public.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job as defined by the employer. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Talk
- Hear– Demonstrate the ability to clearly understand one-on-one conversations, communicate on the telephone, and to be aware of any situations or conversations going on in your peripheral space for public safety issues
- Stand, walk, crawl, kneel, stoop, climb, or balance
- Frequently sit
- Lift and/or move up to 35 pounds
- Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus

### **Work Environment**

While performing the duties of this job, the employee works in an office setting. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

### **Acknowledgement**

I agree that I can satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Hays County is an EEO employer. In compliance with the Americans with Disabilities Act, Hays County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer. List any and all accommodations that are needed to satisfactorily perform the essential functions of the position:

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Prepared by:	Created and Updated:	Reviewed – no changes
Sheriff's Office	3/2022	

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to execute a contract between Hays County and H203, LLC, dba Harvest Rain in the amount of \$32,790.00 related to a water storage tank located at Hays County property 125 Camino De Rancho in Precinct 3.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

\$32,790

#### LINE ITEM NUMBER

020-710-00.5741

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

During the FY22 budget process, the Transportation Department was approved to purchase a water storage tank for Precinct 3 for transportation crew's construction projects as well as a source for fire protection when needed in an area with few sources of bulk water. The vendor is requesting an executed contract and 50% pre-payment of \$16,395 with the remaining 50% to be paid upon completion.

Attachments: Harvest Rain Contract  
Harvest Rain Estimate #2424  
Harvest Rain Invoice #5994 (50% pre-payment required)



## Contract

Date: 05/10/2022

Contractor: H2O3, LLC, dba Harvest Rain

Owner: Hays County

Contract Sum: \$32,790 NOTE: subject to Change Orders discussed below and in FAQ

Location:

Estimate #: 2424

Dated: 04/20/2022

*Job Summary: This Contract is for the design and installation of a Contain 3602 Dome roof (55,249 gallon) Tank.*

The Contractor and Client agree as follows.

The Contractor agrees to supply all materials, equipment, and labor needed to install a rainwater system, reservoir system, and pump/filtration system and or any combination of these services (the "Work") in accordance with and to the extent specified on the Estimate initialed by both parties. Owner acknowledges that he/she has read and understands the Harvest Rain Frequently Answered Questions and the Estimate (including all exclusions), understands their meaning and agrees to them. If there is a difference between the Estimate and the above Job Summary, the Estimate controls. The Contractor agrees to pay for and supply all labor, equipment and materials required for the prosecution and timely completion of the Work. All materials are new unless otherwise specified and agreed to by Owner. The Contractor shall employ a sufficient number of workers skilled in their respective trades to complete the Work. Workers will be insured accordingly to Texas law.

The Owner agrees to pay the Contractor the Contract Sum by making a deposit of 50% of the Contract Sum in connection with the signing of this Contract, and paying the balance of the Contract Sum upon completion of the Work and submission of final Invoice. A finance charge of 1.5% per month will be applied to all amounts due over 30 days.

All changes and deviations of the Work must be made in writing and include any changes in the Contract Sum. It is possible that presently unknown conditions may be discovered during the performance of the Work, in which case Contractor and Owner agree to adjust the scope of the Work and the Contract Price to address the response to such conditions.

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Contract. All warranty claims must be made within one year of installation. Any damage caused by animals, nature, or others is not considered faulty workmanship.



The Owner warrants to the Contractor that the Owner owns the land and improvements at the Location at which the Work is to be performed.

**WAIVER OF THE LIST OF SUBCONTRACTORS AND SUPPLIERS. AN OWNER IS NOT REQUIRED TO WAIVE THE RIGHT GRANTED BY SECTION 53.256, PROPERTY CODE, TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.**

**BY SIGNING THIS DOCUMENT, I AGREE TO WAIVE MY RIGHT TO RECEIVE FROM THE CONTRACTOR AN ORIGINAL OR UPDATED LIST OF SUBCONTRACTORS AND SUPPLIERS.**

**I UNDERSTAND AND ACKNOWLEDGE THAT, AFTER SIGNING THIS DOCUMENT, THIS WAIVER MAY NOT BE CANCELED AT A LATER DATE.**

**I HAVE VOLUNTARILY CONSENTED TO THIS WAIVER.**

Chapter 27 of the Texas Property Code may apply to this Contract. The following notice only applies to Work subject to Chapter 27.

**This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**

**List of Subcontractors:**

Owner hereby acknowledges receipt of the separate Residential Construction Project Disclosure Statement from Company **before** execution of this Contract by Owner.

**COMPANY**  
H203, LLC, dba  
Harvest Rain

**OWNER**

By: \_\_\_\_\_  
James Grizzard

\_\_\_\_\_  
Judge Ruben Becerra



## **Residential Construction Project Disclosure Statement**

Pursuant to Section 53.255 of the Texas Property Code, H2O3, LLC, a Texas limited liability company doing business as Harvest Rain, makes the following disclosures in connection with a potential construction project.

**“KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW.** You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

**“CONVEYANCE TO CONTRACTOR NOT REQUIRED.** Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

**“KNOW YOUR CONTRACTOR.** Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

**“GET IT IN WRITING.** Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

**“READ BEFORE YOU SIGN.** Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

**“GET A LIST OF SUBCONTRACTORS AND SUPPLIERS.** Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

**“MONITOR THE WORK.** Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

**“MONITOR PAYMENTS.** If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review these statements and make sure that the money is being properly disbursed.

**“CLAIMS BY SUBCONTRACTORS AND SUPPLIERS.** Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as ‘statutory retainage.’ If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay

the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold.

“If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

“SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

“OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

“OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a 'completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.”

**End of Residential Construction Project Disclosure Statement**

Harvest Rain  
MAIL:1450 Hwy 290 W. Unit #91  
Dripping Springs, TX 78620 US  
512.645.2955  
accounting@harvestrain.com



Estimate

ADDRESS  
Aaron Jones  
78676

ESTIMATE # 2424  
DATE 04/20/2022  
EXPIRATION DATE 05/20/2022

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Contain- 3602 // 55,249 Gallons // Dome	USABLE GALLONS: 55,249 Dimensions: (36'0"D x 7'4"H), Warranty: 20yr on tank liner and shell. Includes: -2" brass outlet w/ valve -2" steel wall flange -4" metal flange penetration kit -4" anti-vortex assembly w/ 4" butterfly valve -2" mechanical float assembly (fill) -Water level indicator -Installation	1	32,790.00	32,790.00
Exclusions	The following are NOT included in our scope of work: -Water delivery -Construction of tank pad -Permitting (if required) -PVC connections to tank (fill line hookup)	1	0.00	0.00
TOTAL			\$32,790.00	

Accepted By

Accepted Date



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the Auditor's Office to hire the Accounting Manager, slot 0013-001 at the 50th percentile effective 06/01/2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 24, 2022	\$7,869

#### LINE ITEM NUMBER

001-606-00.5021 Staff Salaries

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Auditor's Office has selected an Accounting Manager Candidate with 10 years' accounting and auditing experience. The Candidate has extensive external audit experience, auditing Texas Counties, Cities, School Districts, and Not-for Profit entities. The Candidate is a former Hays County external auditor that has experience with the County's financial system, general ledger accounting, fixed asset accounting, single audit reporting, and annual comprehensive financial report. The Candidate has a Master's and Bachelor's degree in Accounting and has over 278 hours of continuing professional education related to GAAP (Generally Accepted Accounting Principles) and GASB (Government Accounting Standards Board).

Funds within the Auditor's operating budget are available due to attrition to fund this request.

Auditor's Office  
Accounting Manager, Grade 118  
50th Percentile effective 6/1/22

77,520	Minimum Salary
96,900	50th Percentile
19,380	Difference
4,227	Fringe
23,607	Annualized
7,869	FY22 Impact

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to award RFP 2022-P04 Public Defenders Office to one of the two respondents and authorize the evaluation committee and General Counsel to enter into discussions with the selected respondent for contract development which will be brought back to court for consideration.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 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

INGALSBE

#### SUMMARY

On November 23, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P04 Public Defenders Office. Purchasing received the following two proposals:

Neighborhood Defender Service, Inc.  
Texas RioGrande Legal Aid, Inc.

After evaluation of the proposals and interviews with both firms the evaluation committee's recommendation is to have the Commissioners Court discuss and approve the selection of one of the respondents to move forward with further discussions and pursue contract negotiations. This process will result in a more detailed operational plan for a PDO and allow further discussion on its creation. Upon successful discussions and negotiations, a contract will be brought back before court for further consideration.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing in accordance with section 293.101 of the Texas Health & Safety Code, to discuss, consider, and take appropriate action on the proposed amended mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2022 pursuant to the County Health Care Provider Participation Program.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 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

Hays County's participation in a County Health Care Provider Participation Program is authorized by HB 3175 passed during the 84th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code.

The Hays County Commissioners Court adopted and Order authorizing the County's participation in the LPPF program on 9-15-15. On 9-29-15 a public hearing was held to establish the LPPF.

On December 21, 2021, the FY22 mandatory payment rate was set at a rate of 5.15%. The new proposed FY22 amended mandatory rate is 6%.

Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code. During the hearing, the Court will set the fiscal year 2022 assessment rate, consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program.



## **Resolution Setting the FY 2022 Rate for the Hays County Health Care Provider Participation Program**

**WHEREAS**, the Texas Legislature in the 84<sup>th</sup> Regular Session enacted H.B. 3175, which added Chapter 293 to the Health and Safety Code enabling the County to authorize a local health care provider participation program;

**WHEREAS**, pursuant to Chapter 293 of the Health and Safety Code, the Hays County Commissioners Court has authorized the County to participate in a county health care provider participation program and establish a local provider participation fund; and

**WHEREAS**, pursuant to Section 293.101 of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

**NOW THEREFORE BE IT ORDERED** that the Commissioners Court of Hays County amends the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2022 to 6.00% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 293.103 of the Health and Safety Code.

**PASSED AND ADOPTED** by the Hays County Commissioners Court at a regular meeting on the \_\_\_\_\_ day of May 2022.

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Ruben Becerra  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Hays County Commissioner, Pct. 1

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Mark Jones  
Hays County Commissioner, Pct. 2

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Lon A. Shell  
Hays County Commissioner, Pct. 3

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Walt Smith  
Hays County Commissioner, Pct. 4

**ATTEST:**

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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

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P03 Hays County Mental Health Needs Assessment between Hays County and The Meadows Mental Health Policy Institute for Texas ("MMHPI") and amend the budget accordingly.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

\$250,000

#### LINE ITEM NUMBER

011-763-99-161.5448

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

INGALSBE

#### SUMMARY

On March 22, 2022, the Commissioners Court awarded RFP 2022-P03 to The Meadows Mental Health Policy Institute of Texas to provide a Mental Health Needs Assessment for Hays County.

#### Attached:

Professional Services Agreement

#### Budget Amendment:

Increase Contract Services 011-763-99-161.5448

Decrease Misc Improvements 011-763-99-153.5741



## Agreement to Provide Services

Effective Date: May 24, 2022

### Parties:

**Service Provider:**     **The Meadows Mental Health Policy Institute for Texas (“MMHPI”)**  
2800 Swiss Ave., Dallas, Texas 75204

MMHPI Representative:     Andy Keller, PhD  
[akeller@mmhpi.org](mailto:akeller@mmhpi.org)

**Client:**                 **Hays County (“County”)**  
111 E. San Antonio Street, Ste. 300  
San Marcos, TX 78666

Client Representative:     Ruben Becerra

Email:                     [judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us)

The Parties (as set forth above) agree to the following:

**1. STATEMENT OF WORK.** MMHPI will render to Client the services set forth in accordance with the proposal specifications detailed in RFP 2022-P03 attached hereto as *Exhibit “A”*, the Service Provider’s Submitted proposal attached hereto as *Exhibit “B”*, and the Statement of Work attached hereto as *Exhibit “C”*, all of which are made a part of this Agreement (the “Services”). The Services shall be performed to the satisfaction of Client and shall be performed in accordance with the highest professional standards, and in accordance with all applicable laws and ethical requirements.

**2. FEES AND EXPENSES.** Client will pay MMHPI for the performance of the Services and reimburse expenses as set forth in Exhibit A. The parties agree that the County shall pay the Service Provider a total fee not to exceed two hundred fifty thousand dollars (\$250,000 USD) for all Services to be provided under this Agreement.

**3. BILLING AND PAYMENT.** MMHPI shall submit invoices for the Services performed under this Agreement, and Client shall make payments on such invoices, in accordance with Exhibit A. 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 above.

**4. TERM AND TERMINATION.** The Agreement will be effective from the Effective Date stated above through November 30, 2022 (the “Term”). This Agreement may be renewed or extended by mutual written agreement of the Parties.

Either party may terminate this Agreement, with or without cause, upon thirty (30) days’ written notice to the other party. Either party may terminate this Agreement immediately upon written

notice to the other party in the event of a material breach by the other party of a material provision of this Agreement that remains uncured thirty (30) days following receipt of notice of such breach from the non-breaching party.

Termination of this Agreement shall not affect any rights or obligations which have accrued prior thereto, or in connection therewith, or any other rights or remedies provided at law or equity which either party may otherwise have. In the event of termination of this Agreement, Client shall pay MMHPI for any services performed on a prorated basis and for all pre-approved reasonable, non-transferable, non-cancelable and necessary out-of-pocket expenses incurred by MMHPI through the date of termination.

**5. WORK PRODUCT AND TITLE TO MATERIALS.** All data, reports, communications, material, deliverables, work product, information, innovations, inventions, presentations, lectures, or discoveries (whether or not patentable or copyrightable) conceived, reduced to practice, made or developed by MMHPI solely or jointly with others in connection with MMHPI's performance of the Services ("Deliverables"), shall be promptly disclosed to and be the sole property of Client; however, Client hereby grants to MMHPI a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such work product, provided such use, modification, or enhancement is in furtherance of tax-exempt purposes described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Notwithstanding the foregoing, Client shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques, and/or other intellectual property owned by MMHPI prior to MMHPI's performance of the Services under this Agreement or that is licensed by MMHPI from any third party (all of the foregoing, "Preexisting Intellectual Property"). MMHPI hereby grants to Client a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Client to make use of MMHPI's Services hereunder, including without limitation any Deliverables and work product.

**6. CONFIDENTIALITY.** The Parties acknowledge that they and their employees and any subcontractors, in performing this Agreement, may have access to or be directly or indirectly exposed to confidential information of the other party and related organizations, including, but not limited to, information relating to financial matters, personnel, computer software, strategies, trade secrets and personal health information ("Confidential Information"). Both Parties shall use reasonable efforts to protect Confidential Information and neither Party shall disclose Confidential Information, or use Confidential Information for any purpose other than as required by this Agreement, without the written permission of the other Party (or appropriate related organization). This Agreement shall constitute permission for disclosure and use of Confidential Information in confidential communications or consultation between MMHPI's and Client's authorized designees. Additionally, Confidential Information shall not include any information that: (a) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure; (b) is already in the recipient Party's possession at the time of disclosure; (c) is or later becomes part of the public domain through no fault of the recipient Party; (d) is received from a third party having no obligations of confidentiality to the disclosing Party; (e) is independently developed by the

recipient Party; or (f) is required by law, regulation, or court order to be disclosed. This confidentiality provision shall survive the termination of this Agreement for a period of ten (10) years.

**7. HIPAA.** As applicable, MMHPI shall reasonably cooperate with Client to perform its obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in compliance with privacy policies and procedures that may from time to time be implemented by Client under HIPAA. The parties acknowledge that, in the event that MMHPI has or is granted access to individually identifiable health information under the engagement, MMHPI may be a "business associate" of Client, as such term is defined under the standards for privacy of individually identifiable health information adopted pursuant to HIPAA (45 C.F.R. Parts 160 and 164), and the Parties will enter into a separate Business Associate Agreement in the event MMHPI is to receive protected health information from Client. Prior to such time, the Parties agree that MMHPI has not received any protected health information; further, Client agrees it will notify MMHPI in writing before MMHPI may become a business associate pursuant to HIPAA.

**8. RELATIONSHIP.** MMHPI's relationship to Client is that of an independent contractor. MMHPI shall not be deemed an employee, agent, partner, or joint venturer of Client for any purpose whatsoever, and MMHPI shall have no authority to bind or act on behalf of Client. MMHPI shall be responsible for, and agrees to comply with, obligations under federal, state and local tax laws for payment of income and, if applicable, self-employment tax.

MMHPI shall not be eligible for any of the benefits paid to employees of Client including but not limited to worker's compensation, health or other insurance and retirement related plans. MMHPI shall exercise full control over MMHPI's performance of the work covered by this Agreement, and shall be responsible for MMHPI's employees, agents or subcontractors, if any.

**9. ASSIGNMENT AND SUBCONTRACTING.** Client expressly consents to MMHPI's subcontracting with HOK ("Architectural Partner"), as MMHPI deems appropriate and necessary, to perform the Services hereunder. The Services to be provided hereunder may not otherwise be subcontracted, and this Agreement may not be assigned, without Client's written approval.

**10. NOTICE.** Notices are sufficient if in writing and sent to the Party Representatives listed above by certified mail return receipt requested or electronically by email.

**11. SEVERABILITY.** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

**12. CHOICE OF LAW AND VENUE.** The construction, interpretation and performance of this Agreement shall be governed by the local laws of the State of Texas, excluding its conflict of laws provisions. Any claim or controversy arising out of or in connection with this Agreement shall be brought in a court of competent jurisdiction in Hays County, Texas.

**13. ENTIRE AGREEMENT; COUNTERPARTS.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be amended, modified or waived except by an instrument in writing executed by both Parties.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement. Each party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF will constitute an original signature for purposes of this Agreement. An electronic signature adopted by a person and affixed hereto with the intent to sign this Agreement shall be given the same force and effect as a written signature.

**IN WITNESS WHEREOF,** MMHPI and Client execute this Agreement.

**MMHPI**

**HAYS COUNTY**

  
\_\_\_\_\_

By: Andy Keller, PhD  
Title: President & CEO

\_\_\_\_\_

By: Ruben Becerra  
Title: Hays County Judge

\_\_\_\_\_  
5/19/2022

(Date)

\_\_\_\_\_

(Date)

## **Exhibit C**

### **STATEMENT OF WORK**

#### **1. Description of Services to be Provided**

Pursuant to this Agreement, MMHPI and its Architectural Partner will provide an assessment that will include a narrative review/summary in sufficient detail, advice, other considerations, and recommended options for consideration to facilitate Hays County's effort to determine the possible options to address the mental health needs of Hays County citizens.

Mental health services to be evaluated for the needs assessment include, but are not limited to:

- Preventative Care
- Integrated Behavioral Health Care
- Inpatient Services for Serious Mental Illness and Substance Abuse
- Mental Health Education
- Patient Navigation
- Case Management
- Transportation System

The needs assessment will include, but not be limited to, the following:

- An overview of the mental health needs of Hays County. MMHPI will:
  - Obtain statistically valid information on the health status and socioeconomic/environmental factors related to the mental health of Hays County residents. Include items such as, but not limited, to service area, population and demographic analysis, and current treatment process for mental health patients within Hays County.
  - Obtain input from diverse community members (including racial, ethnic, linguistic, and cultural minorities, veterans, and individuals of diverse gender identity and sexual orientation), educators, health-related professionals, County Officials, Human services and community-based organizations, institutes of higher education and Hays County citizens. Explain how such input was obtained.
- An analysis of the ability and capacity of current mental health facilities within Hays County and surrounding Counties. MMHPI will:
  - Examine current status of mental health facilities and future mental health facility needs.
  - Consider demographic trends, the number of cases handled in recent years, operational programs, population level served, current and future staffing levels, and agency objective and goals.



- An evaluation of different alternatives for delivering mental health care for Hays County citizens on a countywide level.
  - Alternatives may include the scale and scope of services that should be housed in an integrated, holistic facility and should include a plan for coordination and collaboration between service providers, and cooperative agreements with local Mental Health Facilities within Hays County and the surrounding Counties.
  - The evaluation will analyze the advantages and disadvantages of the alternatives, provide a preliminary range of cost estimates to include all initial capital and construction costs, and on-going management, operational costs, and revenues.
- A final recommendation on the preferred mental health model for Hays County.

The following MMHPI team members will perform the following roles in providing the Services described herein:

Team Member	Title	Role
Melissa Rowan, MBA, MSW	Executive Vice President for Policy Implementation	Executive Oversight
Amanda Mathias, PhD, LMFC	Vice President of Clinical and Policy Innovation	Project Director (main point of contact for Hays County)
Jeff Goodale, AIA	Senior Principal, Director of Justice	Facility Design Co-Lead
Jeff Bradley, PSP	Vice President, Director of Justice	Facility Design Co-Lead
John Petrila, JD	Senior Executive Vice President of Policy	Adult Mental Lead and Justice System Lead
Darilynn Cardona-Beiler, MSSA, LCSW	Senior Director of Systems Integration and Policy Implementation	Clinical and Substance Use Disorder Expertise
Ron Stretcher, B.S.	Senior Director of Systems Management	Justice System Expertise
Jessy Tyler, MPP, M.A.	Senior Director for Justice Research	Justice System Data Expertise
Robert Dominguez, LPC-S	Director of Cross System Integration	Integrated Care Expertise
Sean Hanna, LAc, MAOM	Senior Director of Veteran Initiatives	Veteran System Expertise

Kate Volti, MPAff	Senior Vice President for Child and Family Policy	Children's Mental Health Policy Lead
Layla Fry, M.S.	Director of Child and Welfare Policy	Youth Justice Expertise
Tegan Henke, M.S., LMFT	Senior Director of Program Implementation for Child and Family Policy	Child and Family Program Expertise
Tony Walker, PhD, LPC-S	Senior Director of Strategic Education Initiatives	School Based Mental Health Expertise
Monica Thyssen, B.A.	Vice President of Finance and Implementation	Regulatory and Reimbursement Expertise
Jennifer Gonzalez, PhD	Vice President of Population Health	Quantitative Data Analysis
Marilyn Headley, MPAff	Senior Project Manager of Policy Implementation	Project Management

## 2. Expected Deliverables & Timeframe for Delivery

The primary deliverables pursuant to this Agreement and the expected timeframe for delivery is as follows:

Major Tasks	Timeline
<b>Task 1:</b> Initiate work with Hays County leaders and stakeholders which will include hosting a kick-off call, developing a work plan and engagement protocol, and compiling a list of key stakeholders for interviews, which will ensure inclusion of diverse community members representing demographic diversity, lived-experience diversity, institutional diversity, etc.	May 24 - June 24, 2022
<b>Task 2:</b> Provide an overview of the mental health needs of Hays County, which will include: reviewing available research ready data related to the health status and socioeconomic/environmental factors, hospital and emergency department data and prevalence data, reports, written policies and protocols, and interviews with key stakeholders.	June 2022-August 2022
<b>Task 3:</b> Analyze the ability and capacity of the current mental health facilities within Hays County and surrounding counties, which will include: conducting site visits at select locations to review operations, and will consider demographic trends, the number of cases handled in recent years, operational programs, population	July 2022-September 2022

level served, current and future staffing levels and agency objective and goals.	
<b>Task 4:</b> Conduct a cross-analysis of findings to generate specific improvement strategies for various populations within a systemic approach. This will include evaluating different alternatives for delivering mental health care with a specific focus an integrated, holistic facility and will include a plan for coordination and collaboration between services providers, and cooperative agreements with local Mental Health Facilities within Hays County and the surrounding Counties.	September 2022- October 2022
<b>Task 5:</b> Compile findings and recommendations in a final report that will provide Hays County stakeholders with a guide for implementing recommendations. This will also include a preliminary range of cost estimates to include all initial capital and construction costs, and on-going management, operational costs and revenues.	November 2022
<b>Task 6:</b> Presentation at public meeting (2)	December 15, 2022

### 3. Compensation and Payment Terms

The total amount invoiced and paid for the Services to be provided under this Agreement may not exceed two hundred and fifty thousand dollars (\$250,000 USD), inclusive of all travel costs.

Client will make payments to MMHPI according to the following schedule:

- \$100,000 upon execution of this Agreement;
- \$50,000 upon completion of key stakeholder interviews and delivery of work plan and engagement protocol;
- \$50,000 upon delivery of the Overview of the Mental Health Needs of Hays County;
- \$50,000 upon delivery of the Final Report.



## SOLICITATION, OFFER AND AWARD

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

<b>Solicitation No.:</b> RFP 2022-P03 Hays County Mental Health Needs Assessment		<b>Date Issued: November 30, 2021</b>	
<b>SOLICITATION</b>			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: <b>12:00 p.m. local time December 21, 2021.</b> <b>Proposals received after the time and date set for submission will be returned unopened.</b>			
For information please email: <a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a>		Questions concerning this RFP must be received in writing no later than 5:00 on December 8, 2021.	
Phone No.: (512) 393-2283			
<b>OFFER (Must be fully completed by Respondent)</b>			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. <b>MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.</b>			
<b>Respondent</b>		<b>Respondent's Authorized Representative</b>	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
<b>NOTICE OF AWARD (To be completed by County)</b>			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
<b>Important: Award notice may be made on this form or by other Authorized official written notice.</b>	_____		
	Hays County Judge Date		
	_____		
	Hays County Clerk Date		

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## I. RFP Submittal Checklist

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

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

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

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_\_ 2. Vendor Reference Form

### **Required Forms by Hays County:**

- \_\_\_\_ 1. Conflict of Interest Questionnaire completed and signed
- \_\_\_\_ 2. Code of Ethics signed
- \_\_\_\_ 3. HUB Practices signed
- \_\_\_\_ 4. House Bill 89 Verification signed and notarized
- \_\_\_\_ 5. Senate Bill 252 Certification
- \_\_\_\_ 6. Debarment & Licensing Certification signed and notarized
- \_\_\_\_ 7. Vendor/Bidder's Affirmation completed and signed
- \_\_\_\_ 8. Related Party Disclosure Form
- \_\_\_\_ 9. Appendix II – 2 CFR Part 200
- \_\_\_\_ 10. FHWA 1273 Certification
- \_\_\_\_ 11. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_\_ 12. Any addenda applicable to this solicitation

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

- \_\_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy or
- \_\_\_\_ 2. One original of the statement of qualifications and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing  
712 S Stagecoach Trail, Suite 1071  
San Marcos, TX 78666

## II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P03  
Hays County Mental Health Needs Assessment
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:  
**Tuesday, December 21, 2021; 12:00 p.m. Central Time (CT)**
- 6. Initial Contract Term:** February 2022 – September 30, 2022
- 7. Optional Contract Terms:** none
- 8. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Wednesday, December 8, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESD websites.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.
- 11. Contact with County Staff:** Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or

any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

November 30, 2021	Issuance of RFP
December 8, 2021	Deadline for Submission of Questions (5:00 PM CT)
December 16, 2021	Deadline for Submission of Proposals (12:00 PM CT) <b>Late proposals will not be accepted.</b>
February 2022	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is seeking the services of a qualified Vendor(s) to assist in conducting a Countywide Mental Health Needs Assessment to determine what the best options are for the mental health needs of Hays County citizens. The assessment would involve collecting and analyzing data from a number of existing sources, using the data to collect feedback and insights from our citizens, individuals moving through our justice system, and healthcare professionals on the mental health needs, identify the barriers and challenges to receiving mental health care within Hays County, and evaluate different alternatives to delivering mental health care. The County intends to award the firm a Professional Services agreement.

#### B. Background

Hays County is comprised of the following cities/towns Austin (parts), Bear Creek, Buda, Driftwood, Dripping Springs, Hays, Kyle, Mountain City, Niederwald, San Marcos, Umland, Wimberley, and Woodcreek. Hays County covers 680 square miles in the Southcentral Texas region, and according to the 2020 Census, it has a population of 241,067 with a 53% growth over the last 10 years.

The counties that surround Hays County are Blanco County, Caldwell County, Comal County, Guadalupe County and Travis County. Within Hays County and the surrounding counties there are several mental health facilities that offer a variety of mental health services. The goal of Hays County is to have an integrated center for mental healthcare, education, and research with a veteran's wing that will be a positive investment and effectively and efficiently meet the mental health needs of our changing Hays County Community.

#### C. Scope of Work

Hays County is requesting professional services for a Countywide Mental Health Needs Assessment. The assessment must include a narrative review/summary in sufficient detail, advice, other considerations, and recommended options for consideration to facilitate the County's effort to determine the possible options to address the mental health needs of Hays County citizens.

Mental Health Services include, but not limited to:

- Preventative Care
- Integrated Behavioral Health Care
- Inpatient Services for Serious Mental Illness and Substance Abuse
- Mental Health Education
- Patient Navigation
- Case Management
- Transportation System

The needs assessment should include, but not limited to, the following:

- Provide an overview of the mental health needs of Hays County.
  - Obtain statistically valid information on the health status and socioeconomic/environmental factors related to the mental health of the Hays County

residents. Include items such as, but not limited to service area, population and demographic analysis, current treatment process for Mental Health patients within Hays County.

- Ensure to include diverse community members: racial, ethnic, cultural, gender identity, sexual orientation, veteran status, and linguistic minorities, as well as, educators, health-related professional, County officials, human service and community-based organizations, and institute of higher education.
- Consultant must describe how they plan to obtain input from diverse community members, educators, health-related professionals, County Officials, Human services and community-based organizations, institutes of higher education and Hays County citizens.
- Analyze the ability and capacity of current mental health facilities within Hays County and surrounding Counties.
  - Examine current status of mental health facilities and future mental health facility needs.
  - Consider demographic trends, the number of cases handled in recent years, operational programs, population level served, current and future staffing levels and agency objective and goals.
- Evaluate different alternatives for delivering mental health care for Hays County citizens on a countywide level.
  - Alternatives may include the scale and scope of services that should be housed in an integrated, holistic facility and should include a plan for coordination and collaboration between services providers, and cooperative agreements with local Mental Health Facilities with Hays County and the surrounding Counties.
  - Analyze the advantages and disadvantages of the alternatives; provide a preliminary range of cost estimates to include all initial capital and construction costs, and on-going management, operational costs and revenues.
- Provide a final recommendation on the preferred mental health model for Hays County.

#### **D. Qualifications**

The awarded Consultant(s) should specialize in Mental Health Needs Assessments. To be eligible to respond to this RFP, the proposing firm must demonstrate that it, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Work section of this RFP to institutions similar in size and complexity to Hays County.

**REFERENCES:** Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award



**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the search results that includes the record December 10, 2021.

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

#### **E. Proposal Requirements**

All proposals shall demonstrate the vendor(s) experience in performing a project of this scale and complexity. For the County representatives to accurately evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications" proposals shall include:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- Brief summary of:
  - a. Recent projects.
  - b. Projects you have experience in that are similar to the project described in this solicitation.
  - c. Projects that show experience or ability to engage in value engineering to complete a project within budget.
- Brief general statement of qualifications that responds to the project introduction and description provided above
- List of at least the last three (3) projects the firm has completed including the name of the project, client contact, owner's total initial budget, total project cost, date of bid, scheduled completion date and actual completion date
- County is interested in team's (including sub consultants) experience in Texas regarding mental health facility planning, feasibility, design, and construction. Projects should be listed based on the consistency with the RFP, including planning, programming, expansion, and/or new construction for mental health facilities work completed. Particular emphasis should be placed on innovative, sustainable and cost-effective solutions (construction and maintenance/operations)
- The team's organizational structure, their understanding of the project issues and their approach to the project including technical and management factors that will lead to a quality design and operation shall be included. Respondents are encouraged to use this section of the submittal to address optional improvements to the scope of services requirements outlined in the RFP. Competitive advantages or special capabilities of project teams should be highlighted in this section as well as the intended methods to ensure:
  - a. Project design performance and product reliability
  - b. Cost effectiveness
  - c. Ability to meet budgets and schedules

- d. Effective project management
- e. Quality control
- Contact information for at least three references
- Provide name of firm, complete address, contact person, telephone number, fax number, and email address
- Resumes of personnel who will be involved (appendix materials)

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The proposal must include an organizational chart containing the names, telephone numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

#### **F. Cost Proposal**

The awarded vendor(s) will be paid based upon a "not to exceed" amount for each task, as well as a fee schedule for reimbursable expenses.

- Each major task shall be identified,
- Number of hours planned for each task,
- Hourly rates/fees of individuals performing the work,
- Costs associated with making presentations at up to two public meetings,
- Estimated total maximum cost for the project.

The cost proposal should also address the vendor(s) willingness to perform additional analytical work in the event additional project tasks are needed or should additional work be necessary after the project is completed, and the hourly rate(s) that would be charged for such work.

Payment by the County for the services will be made only after the services have been performed and an invoice is submitted in a form specified by the County. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services. The appropriate County representative must approve the invoice. The County will make payment monthly, thirty (30) days after receipt of the invoice.

#### **G. Evaluation Criteria**

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

<b>1. Program understanding/program approach</b>	<b>30 points</b>
<b>2. Experience and Capabilities</b>	<b>30 points</b>
<b>3. Team and Qualifications</b>	<b>20 points</b>
<b>4. Program cost proposal</b>	<b>20 points</b>

Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

**Interview (optional)**

**20 points Max.**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Upon final review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

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

**H. Submittal Requirements**

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

Mailed or Dropped off Proposals:

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

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the Vendor, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

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

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

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

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

## **I. Limitations**

**RIGHT TO ACCEPT OR REJECT:** The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

**COMMISSIONERS COURT APPROVAL REQUIRED:** The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

### **Contractor or Individual's Obligation Regarding Evaluation**

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

**ORAL NON-BINDING:** Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

**RESERVATIONS BY COUNTY:** The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;

5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

#### **J. Warranty of Performance**

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

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

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



## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Proposals (RFP)

#### 1. GENERAL DEFINITIONS:

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

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

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

#### 4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
  - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
  - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
  - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which



reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

**25. FORFEITURE OF CONTRACT:**

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

**26. CONTRACTOR CLAIMS NOTIFICATION:**

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

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

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

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Proposals;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

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

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

**34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Vehicles Covered: All owned, leased, hired and non-owned vehicles, both private passenger and commercial – types, used by Prosper and its employees.
- f. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:		
	Bodily Injury (Each person)	\$1,000,000.00
	Bodily Injury (Each accident)	\$1,000,000.00
	Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):		
	General Aggregate	\$2,000,000.00
	Products-Completed Operations Aggregate	\$2,000,000.00
	Personal & Advertising Injury Limit	\$2,000,000.00
	Property Damage Limit	\$2,000,000.00
Employers, Liability		
	Bodily Injury by Accident (Each Accident)	\$1,000,000.00
	Bodily Injury by Disease (Policy Limit)	\$1,000,000.00
	Bodily Injury by Disease (Each Employee)	\$1,000,000.00
Excess Liability:		
	Umbrella Form	Not Required
Labor Liability:		
	Worker's Compensation	Meeting Statutory Requirements

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

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

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_



## VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	<div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="border: 1px solid black; height: 200px; margin-top: 10px;"></div>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p>		
<p>Signature of vendor doing business with the governmental entity</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		<p>Date</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.



4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

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Signature

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Date

X. Hays County House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of  
\_\_\_\_\_(Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

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Company Name

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Print Name of Company Representative

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Signature of Company Representative

---

Date

### CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, I, \_\_\_\_\_, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

---

Print Name of Hays County Purchasing Representative

---

Signature of Hays County Purchasing Representative

---

Date

---

RFP or Vendor number

## XII. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

XIII. Vendor/Bidder’s Affirmation

- 2. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- 3. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 4. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County, or;

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

\_\_\_\_\_  
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone



#### XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

##### Section A: Current Hays County Employee

Employee Name	Title

##### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

##### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

##### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

## XV. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings

or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



## XVII. FHWA 1273 Certification

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment A.  
Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
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December 13, 2021

### ADDENDUM #1 RFP 2022-P03 Hays County Mental Health Needs Assessment

Please find attached Addendum #1 to **RFP 2022-P03 Hays County Mental Health Needs Assessment**.

Included in this addendum:

- Questions & Answers

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

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Signature

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Company Name

Date

**Addendum #1**  
**RFP 2022-P03 Hays County Mental Health Needs Assessment**

**Questions & Answers:**

1. would it be possible to obtain the IFB instructions and scope for IFB - Hays County Mental Health Needs Assessment?  
*To view current solicitations and related documents please visit:  
BidNet Direct: [www.bidnetdirect.com//hayscounty](http://www.bidnetdirect.com//hayscounty)  
City of San Marcos, Civic Plus Bid Posting: <https://www.sanmarcostx.gov/Bids.aspx>  
Electronic State Business Daily: <http://www.txsmartbuy.com/sp>*
2. In the specs, the anticipated schedule has the submittal due date as 12/16, but everywhere else says 12/21. I wanted to double check and make sure which submittal date is the correct one?  
*The Submittal Due Date is December 21, 2021 @ 12:00 PM (CST)*
3. Will the county accept an electronic proposal only (with no hard copy)?  
*No, if you elect to submit an electronic copy through BidNet Direct, a hard copy must also be received in the Hays County Purchasing Office. One of the copies, electronic or hard, must be received by December 21, 2021 by 12:00 PM (CST)*
4. If the BidNet Direct proposal is received by the due date, and the hard copy is post marked by the due date, will the proposal be considered on-time even if the hard copy arrives later?  
*Yes, the hard copy does not have to be delivered to the Hays County Purchasing Office by the due date and time, as long as the electronic proposal has been received by the due date and time through BidNet Direct.*
5. Is there a budget ceiling or estimated level of effort?  
*The County has budgeted \$250,000 for the Mental Health Needs Assessment. Refer to Section F. Cost Proposal on how the proposed vendor shall provide a breakdown of proposed cost, as well as review section C. Scope of Work on what the County is requesting be included in the assessment.*
6. Could you please clarify the due date for RFP 2022-P03 Hays County Mental Health Needs Assessment? Page 1 and 4 say it is due 12/21/21. Page 5 has 12/16/21 as the deadline for proposal submission.  
*See question #2*

# RFP 2022-P03 Hays County Mental Health Needs Assessment

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## APPLICATION

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December 20, 2021

MEADOWS  
MENTAL HEALTH  
POLICY INSTITUTE

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## Letter of Transmittal

December 20, 2021

Proposal Review Leadership  
Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666  
RE: RFP 2022-P03 Hays County Mental Health Needs Assessment

Dear Hays County Mental Health Needs Assessment Review Leadership,

Thank you for the opportunity to respond to the Hays County Request for Proposal 2022-P03 Mental Health Needs Assessment. Our focus, experience, and deep commitment to improving the mental health of all Texans makes us particularly well-suited to perform the work contemplated in the RFP.

The mission of Meadows Mental Health Policy Institute (Meadows Institute) is to provide independent, nonpartisan, data-driven, trusted policy and program guidance that creates systemic changes so all Texans can obtain effective, efficient behavioral health care when and where they need it. Our multi-disciplinary team has extensive experience conducting countywide and specialized mental health assessments across Texas. Through our current and prior work in communities throughout the state, we have developed a deep understanding of the available data, best practices, and opportunities to transform mental health systems. Our approach to this work is grounded in the unique needs and wants of the communities where we partner, and our projects reflect a deep local understanding. We gain this important perspective by engaging community leaders and key stakeholders from the start of a project until the end. The recommendations included in our work are informed by local experts and heavily vetted within the community to ensure they are well-received and locally actionable.

Given that a focus of this proposed project is on the potential development of hospital beds and construction, we are partnering with HOK. HOK is a global design, architecture, engineering, and planning firm with a long and successful history of delivering programming, planning, master planning, architecture, interiors and engineering services in the state of Texas, including in Hays County. In addition, HOK has extensive experience designing mental and behavioral health facilities that promote health and wellness.

Thank you for this opportunity to apply. Please do not hesitate to contact us should you require additional information: Melissa Rowan, Executive Vice President for Policy Implementation ([mrowan@mmhpi.org](mailto:mrowan@mmhpi.org)) or 512-968-6670.

A handwritten signature in blue ink that reads "Andy Keller PhD". The signature is fluid and cursive, with the letters "A", "K", and "P" being particularly prominent.

Andy Keller, PhD  
President and Chief Executive Officer,  
Linda Perryman Evans Presidential Chair  
Meadows Mental Health Policy Institute

## Introduction

The mission of the Meadows Mental Health Policy Institute (Meadows Institute) is to provide independent, non-partisan, data-driven, and trusted policy and program guidance that creates systemic changes so all people can obtain effective, efficient behavioral health care when and where they need it. The Meadows Institute has extensive experience conducting mental health needs assessments and employs both Texas-related and national experts who will bring decades of combined expertise to this project.

The Meadows Institute began official operations in 2014 and since we've provided consulting, assessment, data analysis, policy development, and legislative advocacy for mental healthcare in communities across Texas. Our team is comprised of experts with decades of experience working to improve mental health services across Texas.

Our work is guided by seven strategic priorities:

- Improve state level policy
- Develop local behavioral health systems
- Improve university leadership capacity for mental and brain health
- Help funders of care implement best practices
- Change public awareness to improve access to effective care
- Identify, share, and promote outcome-driven strategies to take population-level best practices to scale for: Texas children, Texas veterans, smart justice, and critical needs across the life span
- Advance health equity to reduce mental health disparities for all Texans

These priorities, and our experience in pursuing them, align with the goals of the Hays County leadership in seeking a countywide mental health needs assessment.

In addition, our teaming partner, HOK (a global design, architecture, engineering, and planning firm), has assisted in many Hays County projects. These projects include the planning, design, budgeting, and operational needs determination process for: a modern 911 center, state of the art emergency operation center, justice system operations, staffing needs, jail security and security systems, and the complex modern jail system requirement. HOK's work saved Hays County taxpayers \$76.2 million, maximized current space, and was completed without having to exercise eminent domain procedures. HOK prides itself on the positive relationships they have built with Hays County decision makers.

We are grateful for the opportunity to apply to this request for proposal.

## Experience and Capabilities

### Brief Summary of Projects

Our narrative follows the outline provided in the RFP (pages 8-9). We begin with examples of recent projects that highlight our experience directly relevant to the project described in the RFP. In addition, and as shown in Appendix Two, the Meadows Institute has conducted multiple county needs assessments beyond those noted in the narrative. However, because all of our work is in Texas, we do not provide a separate section on Texas-specific projects; our response to the Texas-specific language in the RFP is embedded in our discussion of projects relevant to the RFP.

Because the RFP seeks advice on “planning, programming, expansion, and/or new construction for mental health facilities work completed” we have partnered with HOK, an architectural and engineering firm with vast experience in the design of inpatient mental health facilities. HOK has worked on facility design all over the world, but has also completed many projects in Texas, including Hays County. HOK’s approach to value engineering projects is described in more detail below, as is the Institute’s background and extensive mental health work on numerous relevant projects.

### Recent Projects (all Texas Based)

Over eight years our diverse team of mental health experts have led numerous projects that are highly relevant to project goals outlined in this RFP. The RFP asks applicants to do the following:

“Analyze the ability and capacity of current mental health facilities within Hays County and surrounding Counties. Examine current status of mental health facilities and future mental health facility needs. Consider demographic trends, the number of cases handled in recent years, operational programs, population level served, current and future staffing levels and agency objective and goals.”

Below are examples that highlight these efforts, each of which is aligned with the RFP guidance.

#### **Austin State Hospital Redesign Project (completed initial work 2018, ongoing collaboration)**

The Meadows Institute has been a critical partner to the Dell Medical School since the beginning of the legislatively funded project to redesign the Austin State Hospital (ASH). We provided foundational data and analytic resources that contributed to the creation of a master plan and complete schematic design for the redesigned ASH campus. Of particular relevance to the proposed project for Hays County, we analyzed prevalence, demographic, and utilization data for emergency room and inpatient admissions for the entire ASH catchment area. In addition, we worked closely with stakeholders across the ASH catchment area to identify initiatives that sustained community care for persons discharged from ASH and that reduced the risk of inappropriate hospitalization in the interest of preserving scarce inpatient resources

for those most in need of such services. We continue to work with Dell Medical School as the ASH redesign progresses.

#### **San Antonio State Hospital Redesign (completed 2019)**

We partnered with The University of Texas Health Science Center San Antonio in planning for the redesign of the San Antonio State Hospital (SASH). During this project we met with stakeholders representing all counties in the SASH catchment area to create a strengths, weaknesses, opportunities, and threats analysis for the SASH redesign. We also conducted quantitative data analyses on the prevalence of mental illness and the utilization of psychiatric inpatient beds within the SASH catchment area. These analyses became instrumental to the master plan for the redesign of SASH and our work on SASH, like our work on ASH, is directly relevant to the focus in the RFP on developing an appropriate mixture of community and hospital resources.

#### **Assessment of the Dallas County Mental Health Service Systems for Children, Youth, and Families (2019)**

In addition to our adult-focused work, the Meadows Institute also has a dedicated team focused on the mental health needs of children, youth, and families. In 2019, with support from the Rees-Jones Foundation, we conducted an in-depth assessment of Dallas County's mental health service delivery system for children, youth, and families. The goals of the assessment were to inventory and analyze Dallas County's mental health system for children and youth, assess its current and potential capacity to deliver care along a continuum that provides highly responsive and clinically effective services, and offer specific recommendations to support the continued development of the system. In addition to providing prevalence data on the mental health needs of children and youth in the region, we also engaged a broad group of diverse stakeholders, similar to the diversity noted in the RFP, with relevant insights including school representatives, mental health providers, community leaders, and non-profit organizations. The findings and relationships established through this work have led to new community partnerships and collaborative efforts to improve mental health services and supports for young people in Dallas County.

#### **Texas Veterans + Family Alliance (completed 2021; expanded to seven sites for 2022)**

The Meadows Institute provides technical assistance to communities looking to improve their ability to serve veterans and their families, so we are well positioned to engage with and consider the needs of veterans in community mental health planning. Our team of veteran subject matter experts work with community leaders and stakeholders to assess available services and recommend ways they can collectively work together seamlessly and more effectively.



To date, we have partnered with seven mental health organizations across Texas to plan, apply, and execute Texas Health and Human Services Commission Texas Veterans + Family Alliance (TV+FA) mental health grant projects.<sup>1</sup> During the 2019-2021 TV+FA grant cycle, awardees sought out the Meadows Institute as a partner to complete veteran mental health system assessments in Dallas, Houston, and San Angelo that described the physical location and characteristics of veterans in their communities, the prevalence of behavioral health disorders, and the utilization of inpatient, outpatient, and emergency department services at general use hospitals, Veteran Affairs (VA) Medical Centers, and other VA Health Care System facilities (where applicable).

The data and stakeholder input gathered in these assessments have been invaluable in ensuring community resources are utilized in a practical, efficient fashion with the goal of providing the best services possible to veterans and their families. Additionally, in 2020, we completed a project with Bexar County to provide guidance and recommendations for improving business processes at the restructured county veterans service office. This project included substantial research on where veterans live and their demographics, and cataloguing of local, state, and federal investments in the veteran community in Bexar County.

#### **Midland ISD Behavioral Health Project (ongoing, launched 2020)**

A core component of our work on behalf of children and youth is focused on education and schools. One example of our school mental health work is a multi-year project in Midland where a dedicated group of philanthropists sought our help in creating a behavioral and mental health system for Midland Independent School District. Through this project we developed a multi-year comprehensive school behavioral health action plan designed to enable the district to meet legislative requirements established during the 86<sup>th</sup> Legislative Session (2019), realize recommendations included in the 2016 Midland County Mental Health Systems Assessment led by the Meadows Institute, and provide MISD with a mental and behavioral health framework that helps guide and support the establishment of comprehensive district-wide behavioral health programming for all school campuses. We are now actively working with district and school leaders in Midland to implement the action plan.

#### **Improving Access to Pediatric Mental Health Care (ongoing, established 2019)**

In addition to our community-level work, we also support statewide efforts to improve access to integrated general and mental health services. Senate Bill 11 (86<sup>th</sup> Regular Session, 2019) established the Texas Child Mental Health Care Consortium to foster collaboration on pediatric mental health care among medical schools in Texas. The Consortium is responsible for

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<sup>1</sup> SB 55, Texas Legislature, 84R (2015). <https://capitol.texas.gov/BillLookup/History.aspx?LegSess=84R&Bill=SB55>

overseeing five key initiatives, two of which are the Texas Child Health Access through Telemedicine (TCHAT) and Child Psychiatric Access Network (CPAN).

CPAN supports pediatric primary care providers by providing them with a resource for free consultation with psychiatrists and psychologists at regional "hubs" supported by Texas medical schools regarding patients with a mental health concern. CPAN teams provide the following supports for pediatric primary care providers:

- Telephonic clinical consultation during business hours with a child psychiatrist, psychologist, or behavioral health clinician;
- Care coordination for assistance with referrals to community mental health services; and
- Continuing professional education designed for pediatric primary care providers.

Under the TCHAT program, multidisciplinary providers at participating medical schools provide telemedicine services to public school students experiencing a mental health crisis at no cost to school districts. Providers work collaboratively with each other, family members, and school counselors to assess, triage, and stabilize a student prior to connecting them with providers based in their communities for ongoing support. Currently TCHAT services are offered statewide but in a limited number of districts due to the limited funding allocated by the legislature to the regional hubs supported by Texas medical schools.

Over two years we have supported seven medical schools, including the Dell Medical School which includes Hays County, in implementing CPAN and TCHAT. These efforts touch on many of the mental health services and systems within the proposed scope of this project including preventative care, integrated care, mental health education, and case management.

### **Additional Projects Similar to Solicitation (all Texas-Based)**

#### **University Health-San Antonio, TX (launching 2022)**

The Meadows Institute was awarded a contract with University Health in San Antonio (UHSA) to assess and determine the need for detention and civil mental health beds. UHSA requested that we address care of inmates with mental health conditions in the general population and in designated mental health units and determine the appropriateness of that care including the physical environment where care is provided. They also asked that we assess the current and future need for civil mental health beds (similar to the RFP) and the competing demands for forensic mental health beds, plus the need for other potential mental health services including advising on whether an entirely separate inpatient hospital should be developed for persons who do not enter care through the criminal justice system. The analysis will aid UHSA decisionmakers in their planning efforts, including the redevelopment of existing space within

the jail and the feasibility and appropriateness of construction of a new facility to address mental and healthcare needs.

The award involves partnering with two architectural firms, one a local San Antonio firm and the other HOK, who will lead on the redevelopment of space or construction of a new facility to better meet inmate needs, depending on the Meadows Institute's findings and recommendations. Our partner, HOK, will apply life-cycle cost analysis to the staffing and operational expenditures inherent in each alternative. Of special significance is HOK's experience with the operational analysis of alternative development strategies. As a result, the long-range operational costs are evaluated concurrently with construction costs. This ensures that physical solutions are both efficient and cost effective.

### **El Paso Behavioral Health Assessment (completed 2021)**

In May 2020, the Paso del Norte Health Foundation engaged us to assess El Paso's behavioral health system and evaluate the El Paso Behavioral Health Consortium project (a consortium of diverse community stakeholders who have provided leadership on behavioral health issues in El Paso for nearly a decade). The goal of this work was to inform the community's efforts to improve behavioral health services for its residents and to assess local capacity to meet the needs of residents with behavioral health conditions. This project built upon a previous community mental health assessment we conducted in El Paso in 2014 and addressed three domains:

- Overall access to behavioral health services,
- Strategy development for high-risk children and youth, and
- Crisis system improvement analysis.

To conduct this assessment, we compiled and analyzed extensive quantitative and qualitative data of the type contemplated in the Hays County RFP. For quantitative data, we included a detailed analysis of demographic and socioeconomic factors related to mental health, as well as utilization of current mental health services (community and in-patient). Because the El Paso community is predominantly Hispanic/Latino, our project focused on cultural factors that can affect decisions to address mental illness (e.g., seeking help, disclosing personal information). To inform this section of the assessment, we engaged experts from the National Latino Behavioral Health Association to review draft content and provide input to ensure that our analysis and recommendations were culturally appropriate and responsive. We used their input to inform our identification of barriers to accessing mental health care for the Hispanic or Latino population, including stigma and a lack of health insurance coverage, and guide our exploration of other contributing factors to consider. These factors included medical mistrust, cultural and linguistic competency, and the specific needs of the undocumented population.

We also interviewed community members throughout the county. These included stakeholders from the criminal justice and health systems; mental health and substance use disorder providers; local independent school districts; philanthropic organizations; several divisions within the Texas Tech University Health Sciences Center El Paso and University of Texas at El Paso; people with lived experience (mental illness and substance use disorder); the court system; the juvenile justice system; specialty providers; and national, state, county, and city elected and appointed officials.

### **Nueces County Comprehensive Behavioral Health Needs Assessment (completed 2020)**

In September 2019, Nueces County and Nueces County Hospital District engaged the Meadows Institute to conduct a comprehensive behavioral health community needs assessment to inform the county's efforts to improve mental health services for its residents and its local capacity to meet the need. The Meadows Institute was asked to provide a "comprehensive needs assessment for Nueces County that can serve as the basis for a systemic approach to providing services for mental illnesses and substance use disorders, initially in Nueces County, but ultimately across the larger Coastal Bend region." This charge is similar to the criteria and goals established by Hays County in its RFP.

For the assessment we interviewed dozens of leaders and other community members. These included stakeholders from the criminal justice system; health systems; mental health providers; eight local schools, including independent school districts, charter schools, and Catholic schools; philanthropic organizations; multiple divisions within Texas A&M University–Corpus Christi; people with lived experience of mental illness; the court system; the juvenile justice system; the child welfare system; and county elected officials and appointed officials. We also utilized various data sources, including demographic data, hospital data, emergency department use and inpatient capacity, and employed a number of analytic techniques, including prevalence estimates and system utilization, to inform our recommendations. In addition, as with all our assessments, we incorporated information from prior reports, including prior research conducted in the region by Meadows Institute, to inform our findings. We also visited treatment and service sites.

At the time of our assessment, Nueces County was at a crossroads in the provision of inpatient psychiatric care. Through our analysis we explored admissions to licensed psychiatric beds which were transferred from Nueces County emergency departments to other counties. We considered factors like in-flow from out-of-county residents, and number and residence of inpatient admissions from all referral points. This analysis provided local decisionmakers with important information to help them allocate resources to account for the needs for psychiatric bed capacity within the county.

Finally, as in the El Paso assessment, we recommended the adoption of integrated responses to mental health emergencies that can assure public safety, ensure rapid identification and assessment of acute mental health and broader health care needs (including substance use), and provide access to needed assessment, treatment, and broader resources (such as housing).<sup>2</sup>

### **Lubbock Area Comprehensive Mental Health Needs Assessment (completed 2019)**

In response to a competitive procurement, we also conducted a comprehensive assessment of the Lubbock area's mental health needs – and its local capacity to meet them – from December 2018 through July 2019. For this project we were asked to provide a “comprehensive needs assessment that can serve as the basis for a regional, systemic approach to providing mental health and substance abuse services.” In addition to the general review of current capacity, gaps in services, and opportunities for system integration and improvement, we focused, as requested, on the area's “need relative to children and families, veterans, and the criminal justice/mental health intersection.”

In the course of our assessment, we interviewed dozens of leaders and other community members in key positions who had important perspectives to share about the functioning of the current mental health system, including stakeholders from law enforcement, health systems, mental health providers, the three Lubbock independent school districts, philanthropic organizations, multiple divisions within Texas Tech University (including the medical school), people with lived experience of mental illness, the court system, the juvenile justice system, the child welfare system, and county and city elected officials, and incorporated information from prior assessments. In addition, we visited many treatment and service sites, including but not limited to the jail; StarCare Specialty Health System (StarCare) – the local mental health authority – and Sunrise Canyon Hospital, its inpatient psychiatric facility; UMC Health Systems emergency department; Covenant Health System; Open Door; and each school district.

We also analyzed quantitative data relevant to prevalence of mental health conditions and service capacity, use, and need. We worked with the community to distill key findings and develop recommendations at the major system level as well as findings and recommendations specific to criminal justice, veterans, and children and youth, as specified in our scope of work.

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<sup>2</sup> *Multi-Disciplinary Response Teams: Transforming Emergency Mental Health Response in Texas.* (2021). Meadows Mental Health Policy Institute. <https://mmhpi.org/wp-content/uploads/2021/06/MDRT-Transforming-Crisis-Response-in-Texas.pdf>



### **Bexar County Children and Youth Rapid Behavioral Health Assessment (completed 2019)**

In February 2019, we completed a rapid environmental scan of the Bexar County child and youth serving behavioral health systems. The overall goals of the scan were to identify specific “up-stream” strategies for continued development of a highly responsive, clinically effective, and efficient community behavioral health system, and to recommend opportunities to improve interventions in schools and other non-clinical settings, primary health care, and office-based specialty health care settings.

To accomplish this, our team interviewed local key informants with knowledge of child, youth, and family behavioral health systems and conducted a focus group with high school-age youth to document their current concerns and priorities. We also collected and summarized high-level data from the participating organizations related to their service delivery at each level of intervention addressed. These interviews and supporting data provided us with important perspectives on what is effective within in the current system, what is missing or needs improvement, and what each organization’s top priorities are to better address behavioral health needs as far up-stream as possible. The final report summarizes current strengths and challenges, as well as recommendations to leverage community resources to address those challenges.

### **Value Engineering Project**

#### **Meadows Institute**

#### **JPS Health Network**

We are actively engaged with the executive leadership of the JPS Health Network (JPS) to provide consultation and technical assistance in the strategic implementation of the 2018 bond construction program approved by Tarrant County voters by assuring that any expansion of psychiatric inpatient capacity occurs within a redesigned service system. The redesigned system must be anchored in best clinical practices, quantitative utilization and financial data, and legislative and regulatory opportunities for innovation. Our team, including internal staff and partner organizations (GH2 for architectural services and Health Management Associates [HMA] for general and financial consulting), works closely with JPS leadership on the design, communication, and implementation issues necessary to take full advantage of the opportunities the bond issue created and stay within the budget requirements established by county officials.

Regarding architectural design, the JPS project includes master facility planning, which provides a short-, mid-, and long-term roadmap for the ongoing development and growth of JPS behavioral health facilities and outpatient medical homes. In addition, a functional and space programming plan includes meetings with department stakeholders to understand operational flow and design requirements for the department. Finally, patient flow and process mapping

are undertaken to understand the flow of people, materials, and information on campus and is the foundation for designing efficient facilities.

### **HOK Experience**

HOK has enormous and wide-ranging experience in value engineering, which is the foundation for virtually all of its projects. While the term value engineering is frequently used, and is part of HOK's approach, HOK uses additional value-added approaches such as target value design from the start. In doing so, HOK can identify the value of the project overall, accounting for innovative, sustainable, and cost-effective solutions including construction and maintenance and operations, when establishing budgets.

What HOK does best is provide value by appropriately balancing individual project goals and objectives against an infinite number of design and construction variables to achieve the best possible solution within the available budget. Facilities are holistically designed around safety, sustainability, and functionality that makes a positive contribution to the fabric of the community. With an intense focus on project delivery, including the design-build process, they rigorously strive to improve quality through innovative technologies, applications and processes. Flexible work processes and advanced technology equip HOK to deliver projects of any size, scale or complexity. In the experience section of this RFP, we discuss how HOK was able to **save Hays County taxpayers \$76.2 million** for the planning, design, budgeting, and operational needs for Hays County public safety facilities.

### **Last three (3) projects the Meadows Institute has completed**

#### ***El Paso Mental Health Assessment***

**Client contact:** Tracy Yellen, CEO, Paso del Norte Health Foundation,  
[tyellen@pdnfoundation.org](mailto:tyellen@pdnfoundation.org), 915-218-2615

**Owner's total initial budget:** \$300,000

**Total project cost:** \$300,000

**Date of bid:** January 10, 2021 (non-competitive application process)

**Scheduled completion date:** May 1, 2021

**Actual completion date:** April 30, 2021

#### ***Dell Medical School TCHAT/CPAN***

**Client contact:** Steve Strakowski, MD, Vice Dean of Research, Associate Vice President, Regional Mental Health, 512-495-5047

**Owner's total initial budget:** \$250,000

**Total project cost:** \$250,000

**Date of bid:** December 15, 2020

**Scheduled completion date:** August 31, 2021

**Actual completion date:** August 31, 2021

***Veterans Mental Health Capacity Assessment and Coordinated Care Technology Implementation***

**Client contact:** Paul Keeton, Director of Veteran Services, West Texas Counseling and Guidance, San Angelo, TX, [paulk@sanangelocounseling.org](mailto:paulk@sanangelocounseling.org)

**Owner's total initial budget:** \$185,676

**Total project cost:** \$185,676

**Date of bid:** March 10, 2019

**Scheduled completion date:** August 31, 2021

**Actual completion date:** August 31, 2021

**Experience in Texas**

As noted, because all of our projects are Texas-based, we do not have a separate section on Texas experience. We have provided a summary table, below, of the Meadows Institute Texas projects listed throughout the RFP and where they can be found within the document, as well as several HOK Texas projects. We elaborate on HOK's experience with Hays County, below, based on the RFP language that reads:

"County is interested in team's (including sub consultants) experience in Texas regarding mental health facility planning, feasibility, design, and construction. Projects should be listed based on the consistency with the RFP, including planning, programming, expansion, and/or new construction for mental health facilities work completed. Particular emphasis should be placed on innovative, sustainable and cost-effective solutions (construction and maintenance/operations)."

**Hays County Public Safety Facilities Leadership**

Of note, HOK assisted Hays County leadership in moving forward a public safety building project that was initially projected, by another firm, to cost more than the county could afford and would require exercising eminent domain procedures. This project included the planning, design, budgeting, and operational needs for: a modern 911 center, state of the art emergency operation center, justice system operations, staffing needs, jail security and security systems, and the complex modern jail system requirement. HOK was able to help the county move forward with these needs and ultimately saved Hays County taxpayers \$76.2 million, was built on the current site, and was completed without having to exercise eminent domain procedures.

**Hays County Experience Summarized**

HOK's work in Hays County has included the following:

- Creation of a Justice System Master Plan
- Evaluation of juvenile needs

- Design of a major new jail expansion and renovation with a master plan to eventually hold 1004 inmates, including:
  - A new Law Enforcement Headquarters
  - A new 911 Center
  - A new Fleet Maintenance Facility
  - A new Emergency Operation Center
  - A new Secure Evidence Facility with lab space

**Table 1: Summary of Texas Experience**

Meadows Institute	HOK
Austin State Hospital Redesign Project (page 2)	Hays County Public Safety Facilities
San Antonio State Hospital Redesign (page 3)	Dallas County Medical/Mental Health Facility
Assessment of the Dallas County Mental Health Service Systems for Children, Youth, and Families (page 3)	Wichita County Jail and Law Enforcement Center
Texas Veterans + Family Alliance (page 3)	Travis County Jail
Midland ISD Behavioral Health Project (page 3)	Ellis County Jail and Courthouse
Improving Access to Pediatric Mental Health Care (page 4)	El Paso County Detention Center
University Health-San Antonio, TX (page 5)	Hidalgo County Courthouse
El Paso Behavioral Health Assessment (page 6)	Potter County District Courthouse
Nueces County Comprehensive Behavioral Health Needs Assessment (page 7)	Potter County Jail Addition/Renovation
Lubbock Area Comprehensive Mental Health Needs Assessment (page 8)	Kaufman County Courthouse
Bexar County Children and Youth Rapid Behavioral Health Assessment (page 9)	Bexar County Detention Center Women's Annex

Meadows Institute	HOK
Value Engineering Project: JPS Health Network (page 9)	Non-Texas experience in mental and behavioral health facility redesign begins on page 13.

## Team and Qualifications

**The Meadows Institute team** assembled for this project includes professionals with diverse and relevant backgrounds including data analysis, county mental health systems, the intersection of the justice system and mental health, health reform, children’s mental health, and state-of-the-art mental health system and service innovations. Our team has decades of experience in transforming complex mental health systems. We offer a professional staff with experience in the design of clinical care systems, preventative care, first response to crises, and inpatient services for serious mental illness and substance use disorder, as well as knowledge of funding requirements, payment strategies, managed care systems, and the development of inpatient and outpatient clinical programming that combines financial viability and responsiveness to customer needs. Our experience is tailored to Texas – to each county and community within which we work – and we are able to draw from knowledge of successes in other communities that might be relevant to Hays County. As noted, this work includes the design of inpatient facilities (see the description of the JPS, ASH, UHSA, and SASH projects above).

In addition, **HOK** has worked with counties across Texas to deliver innovative operational and architectural programming such as case load analysis, alternative delivery options, operational policy and procedures, standards, master planning, needs assessment, facility management and economic feasibility studies for mental health facilities, detention centers, law enforcement complexes, courts and juvenile facilities. HOK applies a life-cycle cost analysis to the staffing and operational expenditures inherent in each alternative. Of special significance is our experience with the operational analysis of alternative development strategies. As a result, the long-range operational costs are evaluated concurrently with construction costs. This ensures that physical solutions are both efficient and cost effective.

HOK specifically designs spaces that reinforce medical and mental health treatment programs in secure and non-secure environments in multiple communities including extensive work in Texas and Hays County. What follows is a non-exhaustive list of mental and behavioral health facilities HOK has designed and/or constructed across the country.

### **Wyoming State Hospital (project start date: May 2016; completion date: Summer 2020)**

Wyoming Department of Health; Evanston, Wyoming

**Size:** 175,000 sq. ft. | 92 beds



The Wyoming State Hospital consolidates civil and forensic inpatient units, administration, and support services that were spread throughout an existing campus into a single building. The therapeutic and healing model of care emulates a community with home, neighborhood, and downtown areas. As the patients progress through their treatment, they gain access to larger areas of engagement. The project provides three 25-bed acute adult units and 32 forensic beds arranged in 6-bed and 8-bed subunits for maximum flexibility. The subunits contain all private bedrooms with activity rooms, quiet lounges, unit dining, kitchens, and laundry areas. Staff support areas are located at the intersection of the wings which include the nurse station, charting, medication, exam room, quiet activity area, conference rooms, and seclusion rooms, serving 25 or 32 bed units. New treatment spaces, outdoor recreation areas, and central support functions all contribute to increased operational efficiency and a therapeutic healing environment. Phased construction allowed existing beds to be relocated into new construction with subsequent renovations to the existing inpatient building for administrative and support functions.

**Oregon State Hospital; Salem, Oregon (project start date: August 2008; project completion date: December 2011)**

**Size:** 850,000 sq.ft.

**Services:** Master Planning, Full Architectural Design Services, Interior Design/ Treatment Mall, Psychiatric Hospital, Behavioral Health, Behavioral Correctional

The replacement of the existing Oregon State Hospital is the state's largest-ever capital project. Two new psychiatric hospitals – an 850,000 sq. ft. Salem site with 620 beds and a 260,000 sq. ft. Junction City site with 175 beds – will replace all psychiatric beds in the State of Oregon. The Salem hospital replaces a 130-year-old facility on 100 acres. The former state facility opened in 1883 as the Oregon State Insane Asylum, once a national model for mental healthcare. It was famously known for serving as the setting of the film “One Flew Over the Cuckoo’s Nest.”

**Journey to Recovery:** From the first visioning session, the design team, Oregon State Hospital, and stakeholders set an ambitious goal for a wholly new healing environment, one that would aid staff, doctors, and patients in a successful “Journey to Recovery.” The idea was to create an integrated town and campus embracing the existing hospital’s 80-acre park and century old Kirkbride Building. The plan combines 20 individual outdoor courtyards into neighborhoods with residential buildings, schools, shops, dining, recreation, and clinics set in a park creating a normative and healing environment for staff and patients.

**Innovations and Features:** The sustainable aspects of the facility’s design reinforce the goal of creating a healing environment that aids the doctors, staff, and patients in the successful journey to recovery. Natural light is abundant throughout the new facility, not only creating a better atmosphere for the staff and patients, but also significantly lowering the need for

electric light during the day. Each of the 22 healing courtyards features native plants that minimize irrigation needs.

**Oregon State Hospital; Junction City, Oregon**

**Size:** 222,891 sq.ft | 174 beds

**Services:** Architectural Design, Interior Design, Medical Planning/Programming, Sustainable Strategies

The new hospital is sited amidst agricultural vegetation, pastures, and wetlands. The forms of the building are influenced by the natural surroundings of the area, beginning in the fertile Klamath Valley region and moving toward the surrounding coastal and Cascade mountain ranges. The overall intent is to create a thoughtful facility that is efficient and effective while creating an up-lifting environment for patients and staff alike.

Guiding the planning and design of the project was the transition from a unit-based care model to a recovery-based treatment mall concept emphasizing individualized treatment plans that contribute to successful long-term recovery. The design of the interiors is based on a vision of the “Journey of Recovery” - healing, organic, natural and light-filled spaces. A layered approach taken with the exterior and interior design embraces the surrounding landscape and the healing power of nature, by providing opportunities for visual connection to the outdoors and the use of colors found in nature.

The Center contains 174 beds with a mix of civil and forensic adult patients. These include 75 hospital beds, 75 beds in a secure residential treatment facility, and 24 beds in three independent living cottages. In addition to the housing units for patients, the program contains space for treatment, administration and support services, along with site features such as outdoor recreation areas, vehicular drop-off at the main entry, admission, and parking.

**Qualifications**

As mentioned above, and as illustrated by the resumes of individual team members, the team identified for this project share significant expertise conducting countywide need assessments that entail recommendations based on the careful review of relevant quantitative and qualitative information. The table below provides the names and roles of our core team members and additional staff are available as needed for this project. After Table 1, please find Table 2, which provides information on the experience and qualifications of key principals assigned to this project.

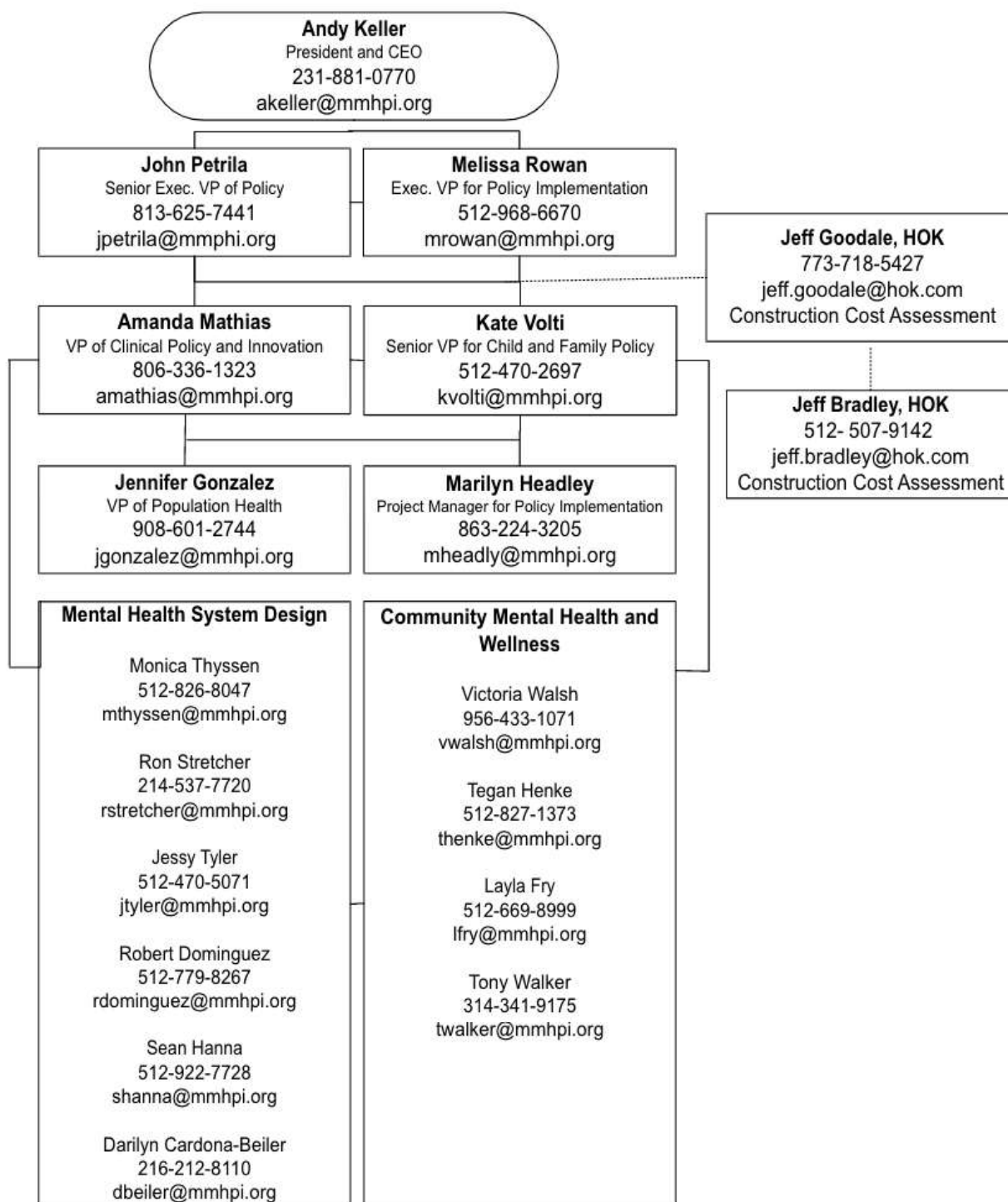
**Table 2: Team Member and Role**

Team Member	Title	Role
Melissa Rowan, MBA, MSW	Executive Vice President for Policy Implementation	Executive Oversight
Amanda Mathias, PhD, LMFC	Vice President of Clinical and Policy Innovation	Project Director (main point of contact for Hays County)
Jeff Goodale, AIA	Senior Principal, Director of Justice	Facility Design Co-Lead
Jeff Bradley, PSP	Vice President, Director of Justice	Facility Design Co-Lead
John Petrila, JD	Senior Executive Vice President of Policy	Adult Mental Lead and Justice System Lead
Darilynn Cardona-Beiler, MSSA, LCSW	Senior Director of Systems Integration and Policy Implementation	Clinical and Substance Use Disorder Expertise
Ron Stretcher, B.S.	Senior Director of Systems Management	Justice System Expertise
Jessy Tyler, MPP, M.A.	Senior Director for Justice Research	Justice System Data Expertise
Robert Dominguez, LPC-S	Director of Cross System Integration	Integrated Care Expertise
Sean Hanna, LAc, MAOM	Senior Director of Veteran Initiatives	Veteran System Expertise
Kate Volti, MPAff	Senior Vice President for Child and Family Policy	Children's Mental Health Policy Lead
Layla Fry, M.S.	Director of Child and Welfare Policy	Youth Justice Expertise
Tegan Henke, M.S., LMFT	Senior Director of Program Implementation for Child and Family Policy	Child and Family Program Expertise
Tony Walker, PhD, LPC-S	Senior Director of Strategic Education Initiatives	School Based Mental Health Expertise
Monica Thyssen, B.A.	Vice President of Finance and Implementation	Regulatory and Reimbursement Expertise
Jennifer Gonzalez, PhD	Vice President of Population Health	Quantitative Data Analysis
Marilyn Headley, MPAff	Senior Project Manager of Policy Implementation	Project Management

Table 3: Qualification Grid

Qualification	Data Analysis	Community Input and Stakeholder Interviews	Justice System	Mental Health Care Systems and Behavioral Health Care Integration	Adult Mental Health	Children and Family Mental Health	Educator and Education System Mental Health	Veteran Mental Health	Facility Planning	Mental Health Crisis Systems	Community Mental Health Assessments
Melissa Rowan, MBA, MSW		X		X	X			X	X	X	X
Amanda Mathias, PhD, LMFC		X	X	X	X			X	X	X	X
Jeff Goodale, AIA			X						X		X
Jeff Bradley, PSP			X						X		
John Petrila, JD	X	X	X		X			X	X	X	X
Darilynn Cardona-Beiler, MSSA, LCSW		X	X	X	X	X			X	X	X
Ron Stretcher, B.S.		X	X		X					X	X
Jessy Tyler, MPP, M.A.	X		X								X
Robert Dominguez, LPC-S		X		X	X			X		X	
Sean Hanna, LAC, MAOM		X	X		X			X			X
Kate Volti, MPAff		X		X		X	X				X
Layla Fry, M.S.		X	X			X					X
Tegan Henke, M.S., LMFT		X		X		X	X				X
Tony Walker, PhD, LPC-S		X				X	X				
Monica Thyssen, B.A.		X			X	X					X
Jennifer Gonzalez, PhD	X				X	X		X			X
Marilyn Headley, MPAff		X			X						X

## Team's Organizational Structure





## Contact Information

**Name:** Meadows Mental Health Policy Institute for Texas

**Address:** 2800 Swiss Avenue, Dallas, Texas, 75204

**Contact Person:** Amanda Mathias

**Telephone Number:** 806-336-1323

**Fax Number:** 972-884-4661

**Email Address:** amathias@mmhpi.org

## Program Understanding / Program Approach

### Understanding of the Project Issue

The guiding principle for our work throughout Texas is that the traditional approach of treating the mind and body separately has led to inadequate and often inappropriate care for people with mental illnesses and substance use disorders; an overuse of jails, emergency departments, and hospital beds; and treatment of adults with serious mental illnesses and children and youth with serious emotional disturbances that stands in sharp contrast to the integrated care provided to people with complex physical health needs. Care for mental illness and substance use disorder should be the same as care for physical illness unless clinical needs or public safety warrants a specialty approach, with integration of care the norm and not simply a goal.

Our work is based and guided by the following core principles:

- Identification and treatment of mental health concerns and substance misuse should occur at the earliest stage in the illness, just as with any other physical illness. Additionally, absent of public or personal safety concerns, treatments should be provided in the general health care system. This includes community-based, crisis, and inpatient mental health care options that are embedded in health systems, not the criminal justice system. In practice, this means that traditional reliance on law enforcement response to mental health crises should be shifted, to the degree possible, to the medically facing response used for all other health crises.
- It is particularly important to identify and provide treatment for children, youth, and families at the earliest possible point because untreated mental illnesses, emotional disturbances, and substance misuse can have cascading effects on the child or youth's health, school performance, and other factors that, if left unaddressed, are associated with greater risks of entry into the juvenile justice and adult criminal justice systems.
- Many people with diagnoses of mental illnesses and substance use disorders have complex physical health needs and, conversely, many people with complex physical health needs suffer from mental illnesses such as depression or substance use disorder that can compromise care. Given this, emergency assessment and hospitalization of people with mental illness diagnoses should occur, whenever possible, in settings that can assess and treat both physical and mental health conditions, including medically

supervised detoxification and medication-assisted treatment needs. Cross-system efficiencies that target navigation and coordination of treatment need to incorporate trauma-informed responses, beginning in the least restrictive settings, and include capabilities to identify acute physical and mental health needs at each entry point. When more intensive treatment is necessary, coordination should be person-centered, with the transferring systems – not the person – assuming responsibility for communicating details about the crisis and coordinating transitions between levels of care. Lastly, communities should prioritize the expansion and evolution of existing intensive community-based services to reduce the need for hospitalizations, incarceration, and crisis services, with the ultimate goal of improving health, well-being, and quality of life for those in need.

- It is important that mental health and substance use disorder services are integrated into an ideal behavioral health system. Specific substance use disorders treatment protocols such as medically supervised detoxification and medication-assisted treatment need to be developed within the broader context of integrated physical and behavioral health care.

No community in Texas or the nation has a system that seamlessly incorporates all of these principles. In many instances, mental health care delivery is fragmented and segregated from the health care system. Too often, the mental health system in communities looks like the system depicted in the current mental health system diagram in the following figure, when it should look as much as possible like the system depicted in the second – and ideal – mental health system diagram. We use the Ideal System as a framework for conducting our assessment. More details on the project approach follows.

Figure 1: The Current Mental Health Care System

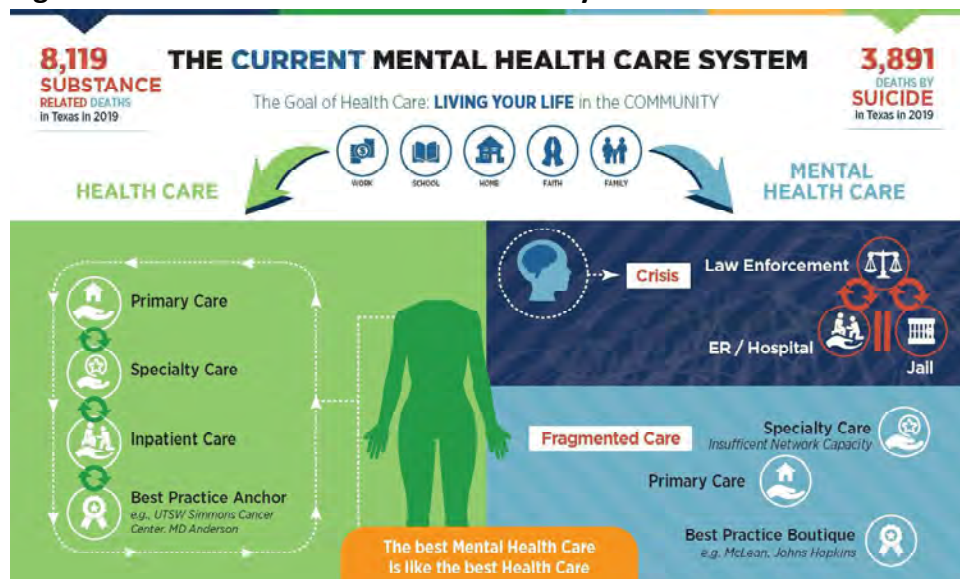
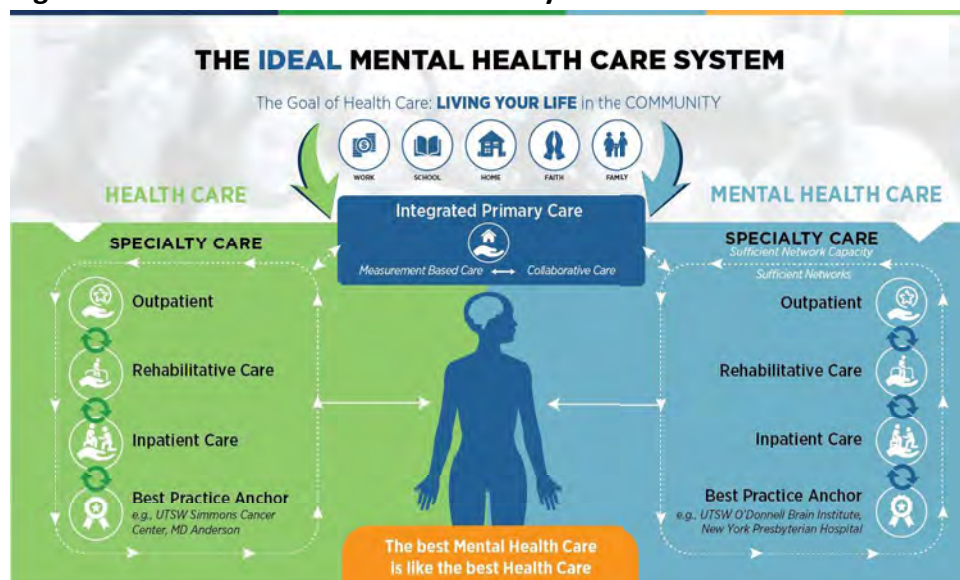


Figure 2: The Ideal Mental Health Care System



## Project Approach

The Meadows Institute is a data-driven organization and a national leader in researching, developing, and implementing outcome benchmarks and best practices in mental and behavioral health service delivery and systems. Through our prior work in numerous Texas counties, we have developed a broad understanding of the available data, mental health needs and resources and system gaps, and best practices in service delivery.

If awarded this project, we will begin by engaging key leaders in Hays County to establish clear protocols for coordinating our work and priorities for the project. We will use the information gained from these pivotal early discussions to establish a project workplan. Once the project is formally launched, we will remain in regular communication with our Hays County liaisons throughout the project. We will do so by providing regular progress reports and identifying solutions for any challenges that emerge. To do these things effectively, we will need early input from Hays County leadership to identify key decisionmakers capable of agreeing to a shared project charter.

Once we establish a clear and shared vision for the project, we will begin the data collection process starting with interviews with the identified stakeholders and key informants ensuring a diversity of community members across race, ethnic, cultural, gender identity, sexual orientation, veteran status, and linguistic minorities, as well as, educators, health-related professionals, county officials, human service and community-based organizations, and institutes of higher education. Through these discussions we will gain insight into how the current mental health system in Hays County functions, learn about challenges within the system, and gain feedback on opportunities to address those challenges. We will also tap into relevant existing workgroups and meetings to the extent possible to keep the community informed of our work and obtain additional information and feedback.

While gathering qualitative data, additional members of our team will begin the quantitative data analysis process by collecting and analyzing mental health and demographic data. This will include hospital data, socio-economic data, school data, and information included in relevant reports, policies, and procedures. Our team of clinical and operational experts will work in tandem to review and analyze all the data collected and establish preliminary findings addressing mental health and co-morbid health conditions, including substance use disorder, prevalence, service capacity, cost data, and COVID implications on mental health. We will vet these initial findings with our local contacts and begin to identify potential solutions for overcoming identified barriers or challenges in the mental health system. Our final work product will include data-informed recommendations that offer clear and feasible solutions to community mental health impediments. These recommendations will be built around our expert team's understanding of how mental health services are paid, accessed, and overseen.

The Meadows Institute has developed internal controls to ensure cost effectiveness, ability to meet budgets and schedules, effective project management, and quality control. Our process for conducting the Hays County needs assessment will be informed by the process we have undertaken for prior needs assessment, which we continue to refine for both quality and efficiency. Internal processes include detailed internal timelines for each major phase of the project, frequent workgroup meetings to ensure sharing of information and creating

connections between various community systems, and project management staff with experience managing large and complex project such as countywide needs assessments.

## Health Equity Commitment

As an organization, we intentionally integrate health equity into our work, and our approach acknowledges that different strategies, resources, and efforts may be needed for all groups to reach key mental health goals. The RFP, in its directive to engage stakeholders and community members representing diversity in the community, is consistent with that approach. If awarded, our team will approach our analysis with a health equity lens, ensuring that we collect demographically diverse data and engage diverse community members, and that our recommendations will account for the distinct mental health needs of diverse members of Hays County.

## Time of Performance

The Meadows Institute prides itself on providing quality customer service for all of the projects we lead. To ensure we respond to Hays County requests in a timely manner and comply with required or proposed delivery schedules, our project director will function as the main point of contact with Hays County leadership and will be supported by a senior project manager who has successfully managed two of the most recent countywide mental health needs assessments. The project manager will track requests using a spreadsheet to ensure requests are cataloged, assigned, and addressed in a timely manner.

## Cost Proposal

The following table lays out the high-level work plan to undertake a countywide mental health needs assessment and includes the major tasks, associated hours, and cost.

**Table 4: Cost Proposal**

Major Tasks	Hours Planned	Hourly Rate/Fee	Not to Exceed Total
<b>Task 1:</b> Initiate work with Hays County leaders and stakeholders which will include hosting a kick-off call, developing a work plan and engagement protocol, and compiling a list of key stakeholders for interviews, which will ensure diverse community members including demographic diversity, lived-experience diversity, institutional diversity, etc.	~20 hours	\$295.00	\$5,900
<b>Task 2:</b> Provide an overview of the mental health needs of Hays County, which will	~200 hours	\$295.00	\$59,000



Major Tasks	Hours Planned	Hourly Rate/Fee	Not to Exceed Total
include: reviewing available research ready data related to the health status and socioeconomic/environmental factors, hospital and emergency department data and prevalence data, reports, and written policies and protocols, and interviewing key stakeholders.			
<b>Task 3:</b> Analyze the ability and capacity of the current mental health facilities within Hays County and surrounding counties, which will include: conducting site visits at select locations to review operations, and will consider demographic trends, the number of cases handled in recent years, operational programs, population level served, current and future staffing levels and agency objective and goals.	~150 hours	\$295.00	\$44,250
<b>Task 4:</b> Conduct a cross-analysis of findings to generate specific improvement strategies for various populations within a systemic approach. This will include evaluating different alternatives for delivering mental health care with a specific focus an integrated, holistic facility and will include a plan for coordination and collaboration between services providers, and cooperative agreements with local Mental Health Facilities with Hays County and the surrounding Counties.	~120 hours	\$295.00	\$35,400
<b>Architectural partner</b>			\$35,000
<b>Task 5:</b> Compile findings and recommendations in a final report that will provide Hays County stakeholders with a guide for implementing recommendations. This will also include a preliminary range of cost estimates to include all initial capital and construction costs, and on-going management, operational costs and revenues.	~120 hours	\$295.00	\$35,400

Major Tasks	Hours Planned	Hourly Rate/Fee	Not to Exceed Total
<b>Architectural partner</b>			\$10,000
<b>Task 6:</b> Presentation at public meeting (2)	~15 hours	\$295.00	\$4,425
<b>Architectural partner</b>			\$5,000
Additional analytical work (if necessary)	TBD	\$295.00	TBD
Subtotal			\$234,375
Travel			\$15,625
<b>Total</b>			<b>\$250,000</b>

## Appendix One: Resumes of Personnel

**Melissa Rowan**  
mrowan@mmhpi.org

### Education

MSSW, BSW with High Honors

University of Texas at Austin

*Human Dimensions of Organizations Strategic Thinking Certificate Program, 2018*

MBA

Concordia University

### Professional Experience

**Executive Vice President for Policy Implementation**

**September 2019 – Current**

*Meadows Mental Health Policy Institute, Austin, Texas*

**Partner**

**2015 – 2019**

*Wertz&Rowan*

**Healthcare Policy Director**

**2011 – 2015**

*Texas Council of Community Centers, Austin, Texas*

**Senior Consultant**

**2006 – 2010**

*Health Management Associates, Austin, Texas*

**Deputy Director, Medicaid and CHIP**

**2005 – 2006**

*Texas Health and Human Services Commission, Austin, Texas*

**Senior Manager, Health Care Management Practice**

**2004 – 2005**

*The Lewin Group, Falls Church, Virginia*

*Note: CV abridged, full CV available upon request.*

**Amanda J. Tinsley-Mathias**  
**amathias@mmhpi.org**

## **Education and Credentials**

Doctor of Philosophy in Marriage and Family Therapy **2008**  
St. Mary's University, San Antonio, TX  
First in Class

Master of Arts, Marriage and Family Therapy **2005**  
St. Mary's University, San Antonio, TX  
Distinguished Graduate Honors

Bachelor of Science, Family Studies **2001**  
Texas Tech University, Lubbock, TX  
Cum Laude Honors | Minor in Substance Abuse and Addiction, and Pre-Medicine

Licensed Marriage and Family Therapist, Licensed Number: 200970 Texas **2005 – Current**

Licensed Professional Counselor, Licensed Number: 61846 Texas **2005 – Current**

## **Professional Experience**

**Vice President of Clinical Policy and Innovation** **2016 – Current**  
*Meadows Mental Health Policy Institute*

**Clinical Director of High Acuity Service Programs** **2014 – 2016**  
*Center of Health Care Services*

*Note: CV abridges, full CV available upon request*

**John Petrila**  
jpetrila@mmhpi.org

## Education

LL.M.	1977
School of Law, University of Virginia	
Juris Doctor	1976
School of Law, University of Virginia	
B.A. English	1973
St. Joseph's College (Ind.)	

## Professional Experience

<b>Senior Executive Vice President of Policy</b>	<b>November 2016 – Current</b>
<i>Meadows Mental Health Policy Institute, Dallas, Texas</i>	

**Chair and Professor, Department of Health Policy and Management, College of Public Health**  
*University of South Florida*

**December 2012 – November 2016**

<b>Deputy Commissioner and General Counsel</b>	<b>1987 – 1992</b>
Deputy Counsel, Litigation	1981 – 1987
<i>New York State Office of Mental Health (OMH)</i>	

<b>Director of Forensic Services</b>	<b>1979 – 1981</b>
<i>Missouri Department of Mental Health</i>	

<b>Assistant Attorney General</b>	<b>1978 – 1979</b>
<i>Missouri State Attorney General's Office</i>	

<b>Fellow in Law and Mental Health</b>	<b>1976 – 1978</b>
<i>University of Virginia School of Law</i>	

## Awards

- President's Outstanding Faculty Award (2013). From the President of USF for contributions to the University through the Fulbright Scholar Award and related activities.
- Fulbright Scholar, United States Department of State (2010). Title: International perspectives on mental health law and the rights of individuals with mental disabilities;



Developing a forensic psychology research program in the Netherlands. Maastricht University (January-June 2011).

- President's Award for Faculty Excellence (2003). From the President of the University of South Florida for excellence in scholarship and contributions to the mission of USF.
- Saleem A. Shah Memorial Award (1999). From the Forensic Division of the National Association of State Mental Health Program Directors, for national contributions to forensic mental health.

### Peer Reviewed Papers Relevant to the RFP

- Smith, J., De Nadal, A., Storch, E., **Petrila J.** (2019). Factors associated with length of stay in emergency departments for pediatric patients with psychiatric problems. *Pediatric Emergency Care*, doi: 10.1097/PEC.0000000000001651.
- Hedman, LC., **Petrila J.**, Fisher WH., Swanson JW., Dingman DA., Burris S. (2016). State laws for emergency holds on mental health stabilization. *Psychiatric Services*, 67, 529-535.
- Smith JL, De Nadai AS, Storch EA, Langeland-Orban B, Pracht E, **Petrila J.** (2016). Correlates of length of stay and boarding in Florida emergency departments for patients with psychiatric diagnoses. *Psychiatric Services*, 67, 1169-1164.
- Petrila, J. (2015). Legal Issues in the use of electronic data systems for social science research. University of Pennsylvania, Actionable Intelligence for Social Policy, DOI: 10.1057/9781137475114\_2.
- Robertson, A.G., Hsiu-Ju, L., Frisman, L., **Petrila, J.**, & Swartz, M.S. (2014). Mental health and reoffending outcomes of jail diversion participants with a brief incarceration after arraignment. *Psychiatric Services*, 65, 1113-1119.
- Van Dorn, R.A., Desmarais, S.L., **Petrila, J.**, Haynes, D., Singh, J.P. (2013). Effects of outpatient treatment on risk of arrest of adults with serious mental illness and associated costs. *Psychiatric Services*, 64, 856- 862.
- Stiles, P., & **Petrila, J.** (2011). Research and confidentiality: Legal issues and risk management strategies. *Psychology, Public Policy, and Law*. Vol 17(3), 333-356.

*Note: CV abridged, full CV available upon request.*

**Darilynn Cardona-Beiler**  
**dbeiler@mmhpi.org**

## **Education and Certification**

Executive Certificate in Leadership

Robert Wood Jonson Foundation Fellowship, Cleveland, OH

Master of Science, Social Administration

Case Western Reserve University, Cleveland, OH

Bachelor of Arts, Social Work

University of Puerto Rico, San Juan, PR

Texas Licensed Clinical Social Worker (LCSW)

## **Professional Experience**

**Senior Director, Systems Integration and Policy Implementation**      **November 2020 – Current**  
*Meadows Mental Health Policy Institute, Austin, TX*

**Division Director, Adult Behavioral Health Systems**      **September 2010 – November 2020**  
*Integral Care, Austin, TX*

**Director of Clinical Operations**      **August 2008 – May 2010**  
*AIDS Taskforce of Greater Cleveland, Cleveland, OH*

**Director, Community Psychiatric Services**      **January 2003 – August 2008**  
*Mental Health Services for Homeless Persons, Cleveland, OH*

**Lead Clinical Social Worker and Grief Counselor**      **August 2000 – January 2003**  
*Cleveland Clinic Health System, Cleveland, OH*

**Therapist**      **January 1997 – August 2000**  
*Center for Families and Children, Cleveland, OH*

## **Community Leadership Roles**

- Chair Commissioner, Downtown Austin Community Court Board and Commissions
- Advisor, Texas Interagency Council for the Homeless
- Past Chair, Current Board Member Texas State Emergency Food and Shelter Board
- Advisor, DAWA Heals
- Leadership Austin, Essential Class 2019

**Ron Stretcher**  
rstretcher@mmhpi.org

## **Education**

Bachelor of Science, Psychology and Biology  
East Texas State University (now Texas A&M – Commerce)  
*Minor: Chemistry*

## **Professional Experience**

**Senior Director of Systems Management**  
*Meadows Mental Health Policy Institute*

**May 2017 – Current**

**Dallas County Director of Criminal Justice**

**October 2006 – April 2017**

**Deputy Director of Educational and Administrative Services**  
*Dallas County Juvenile Department*

**May 1996 – October 2006**

**Grants Manger**  
Program Monitor  
Casework Coordinator  
*Dallas County Department of Human Services*

**1991 – 1996**

**Assistant Manager**  
*Best Buy (Retail Electronics Store)*

**1990 – 1991**

**Program Director**  
Unit Supervisor  
Caseworker  
*Texas Department of Human Services*

**1983 – 1990**

**Jessica Leigh Tyler**  
jtyler@mmhpi.org

## Education

PhD, Technical Communication and Rhetoric Texas Tech University	<b>Current</b>
Masters Certificate, Psychiatric Epidemiology University of Florida	<b>2020</b>
Master of Arts, Political Science University of Houston	<b>2006</b>
Master of Public Policy, Public Policy The College of William and Mary	<b>2002</b>
Bachelor of Arts, History The University of Texas at Austin	<b>2000</b>

## Professional Experience

<b>Senior Director for Justice Research</b> <i>Meadows Mental Health Policy Institute, Dallas, Texas</i>	<b>2018 – Current</b>
<b>Texas Research Director</b> <i>Council of State Governments Justice Center, Austin, Texas</i>	<b>2010 – 2018</b>
<b>Research Specialist V</b> <i>Office of Court Administration, Austin, Texas</i>	<b>2009 – 2010</b>
<b>Adjunct Professor</b> <i>Austin Community College, Austin, Texas</i>	<b>2005 – 2010</b>
<b>Consultant</b> <i>MGT of America, Inc., Austin, Texas</i>	<b>2007 – 2009</b>
<b>Program Specialist II</b> <i>Texas Workforce Commission, Austin, Texas</i>	<b>2005 – 2007</b>

## Technical Abilities and Accomplishments

**Analytical Proficiencies:** SPSS, Microsoft Excel, Microsoft Access, STATA, Survey Design and Analysis, ArcGIS, University of California, *Davis Data Visualization with Tableau* Certification

**Robert P. Dominguez Jr.**  
rdominguez@mmhpi.org

## **Education and Certification**

M.A., Professional Counseling **2009**  
Texas State University, San Marcos, Texas

B.A., Psychology **2004**  
University of Texas at San Antonio  
*Minor in Business Administration*

Licensed Professional Counselor – Supervisor License Number: 66156  
Texas State Board of Examiners of Professional Counselors

## **Professional Experience**

### **Director of Cross System Integration**

**July 2021 - Current**

*Meadows Mental Health Policy Institute*

### **Associate Director of Integrated Systems of Care, Adult Behavioral Health**

**October 2018 – July 2021**

*Integral Care, Austin, Texas*

### **Practice Administrator – Clinic Operations, Adult Behavioral Health**

**November 2017 – October 2018**

*Integral Care, Austin, Texas*

### **Practice Manager II, Adult Behavioral Health**

**July 2013 – November 2017**

*Austin Travis County Integral Care, Austin, Texas*

### **Independent Contract Counselor**

**August 2012 – 2017**

*Tania Glenn and Associates, Austin, Texas*

### **Independent Contract IOP/Aftercare Counselor**

**May 2010 – August 2012**

*Williamson County CSCD – Adult Probation, Round Rock, Texas*

### **Practice Manager – ARCH HCH**

**July 2008 – July 2013**

*CommUnityCare – Travis County Healthcare District, Austin, Texas*

### **Psychosocial Intensive Rehabilitative Case Manager**

**July 2007 – July 2008**



*Bluebonnet Trails MHMRC, Round Rock, Texas*

**Program Specialist II, Consumer Rights and Services – Complaint Intake  
January 2006 – July 2007**

*Texas Department of Aging and Disability Services, Austin, Texas*

**Protective Services Intake Specialist II, Statewide Intake  
December 2004 – January 2006**

*Texas Department of Family and Protective Services, Austin, Texas*

**Military Service History  
Aeromedical Evacuation Tech  
January 1993 – January 2001**

*U.S. Air Force Reserve*

433<sup>rd</sup> Aero-Medical Evacuation Squadron, (A.E.S.)

Lackland, A.F.B., TX • Discharge Rank: E-4 / Sergeant (Sgt.)

**Sean Michael Hanna**  
shanna@mmhpi.org

## **Education and Certifications**

Licensed Acupuncturist (00943) – LAc Texas Medical Board, Austin, Texas	<b>2006 – Current</b>
Diplomate of Oriental Medicine National Certification Commission for Acupuncture and Oriental Medicine	<b>2006</b>
Master’s Degree of Acupuncture and Oriental Medicine (MAOM) The Academy of Oriental Medicine in Austin, Austin, Texas	<b>2005</b>
Certified Personal Trainer BodyBusiness, Inc., Austin, Texas	<b>2004</b>
Master of Oriental Medicine Program Pacific College of Oriental Medicine, San Diego, California	<b>2002</b>
Massage Therapy Certification Pacific College of Oriental Medicine, San Diego, California	<b>2002</b>
Nationally Registered Emergency Medical Technician (B) Camp Pendleton, California	<b>1996</b>

## **Professional Experience**

<b>Senior Director of Veteran Initiatives</b> <i>Meadows Mental Health Policy Institute, Austin, Texas</i>	<b>November 2014 – Current</b>
<b>Director, Veterans Mental Health Program</b> <i>Texas Veterans Commission, Austin, Texas</i>	<b>September 2014 – November 2016</b>
<b>Director, Veteran Programs</b> <i>Samaritan Counseling Center, Austin, Texas</i>	<b>September 2011 – September 2014</b>
<b>Director, Hope for Heroes Program</b> <i>Samaritan Counseling Center, Austin, Texas</i>	<b>January 2011 – August 2012</b>
<b>Director, Integrative Medicine</b> <i>Samaritan Counseling Center, Austin, Texas</i>	<b>January 2011 – August 2012</b>
<b>Executive Director</b> <i>Stage Seven, Austin, Texas</i>	<b>September 2010 – January 2011</b>

**Staff Acupuncturist**

*VanDeWalle Chiropractic, Austin, Texas*

**February 2010 – February 2011**

**Owner and Founder**

*Source Wellness Center, Austin, Texas*

**October 2006 – October 2009**

**Certified Personal Trainer**

*Wild Basin Fitness, Austin, Texas*

**June 2006 – March 2007**

**Certified Personal Trainer**

*BodyBusiness, Inc., Austin, Texas*

**April 2005 – June 2006**

**Full-Time Student**

*Academy of Oriental Medicine at Austin, Austin, Texas*

**April 2003 – May 2005**

**US Navy Hospital Corpsman, Second Class Petty Officer**

*US Navy*

**September 1991 – March 2000**

**Kate Volti**  
kvolti@mmhpi.org

## Education

Master of Public Affairs

**May 2004**

Lyndon B. Johnson School of Public Affairs, University of Texas at Austin

**Professional Report:** Independent Living for Foster Youth

Bachelor of Arts

**May 2000**

**Majors:** Anthropology and Political Studies

Pitzer College, Claremont, CA

**Study Abroad:** Semester at Sea & Java, Indonesia

## Professional Experience

**Vice President of Child and Family Policy**

**September 2019 - Present**

Senior Director of Child and Family Policy

April 2018 – August 2019

Director for Child and Family Policy

August 2016 – March 2018

*Meadows Mental Health Policy Institute, Austin, TX*

**Director of Community Access and Services**

**September 2015 – February 2017**

*Texas Health and Human Services Commission, Austin, TX*

**Strategic Planning Manager**

**December 2014 – September 2015**

*Community Access and Services, Office of Social Services, Health and Human Services*

*Commission, Austin, Texas*

**Senior Policy Advisor/Policy Advisor/Senior Policy Advisor**     **January 2012 – September 2015**

*Medicaid/CHIP Division, Texas Health and Human Services Commission, Austin, TX*

**External Relations Specialist**

**November 2010 – January 2012**

*Texas Health and Human Services Commission, Austin, TX*

**Director, Task Force for Children with Special Needs**

**November 2009 – November 2010**

*Texas Health and Human Services Commission, Austin, TX*

**Senior Policy Analyst**

**October 2008 – November 2009 & January 2005 – November 2007**

*Texas State Senate, Austin, TX*

*Note: CV abridged, full CV available upon requested*

**Layla Fry**  
lfry@mmhpi.org

## Education

MSc, Criminal Justice Policy **2005**  
London School of Economics & Political Science, UK

BA, Sociology and Art & Art History **2001**  
Rice University, Houston, Texas

## Professional Experience

**Director of Youth Justice & Family Policy Innovation** **March 2020 – Current**  
*Meadows Mental Health Policy Institute, Austin, Texas*

**Program Development Lead, Mental Health Programs, Planning & Policy Department**  
**October 2019 – March 2020**  
Senior Performance Analyst, Office of Performance Management  
**March 2019 – October 2019**  
*Texas Health & Human Services Commission, Austin, Texas*

**Director of Operations, Youth Justice** **May 2014 – February 2019**  
*Southwest Key Programs ([www.swkey.org](http://www.swkey.org)), Austin, Texas*

**Director of Communications** **January 2009 – April 2014**  
*Southwest Key Programs, Austin, Texas*

**Director of Special Projects, Office of CEO** **December 2005 – January 2009**  
*Southwest Key Programs, Austin, Texas*

**Prisoner Reentry Caseworker** **July 2004 – April 2005**  
*London Probation (Carr-Gomm Society), London, UK*

**Program Manager** **January 2002 – June 2004**  
*National Crime Prevention Council (McGruff), Washington, DC*

**Sociology Research Assistant** **September 1998 – May 2001**  
*Rice University Department of Sociology, Houston, Texas*

*Note: CV abridged, full CV available upon request.*



**Tegan Henke**  
**thenke@mmhpi.org**

## **Education**

Master of Science, Child Development & Family Science **2007**  
North Dakota State University, Fargo, North Dakota  
*Emphasis: Couple and Family Therapy*

Bachelor of Science, Psychology and Speech Communication **2002**  
North Dakota State University, Fargo, North Dakota

## **Professional Experience**

**Senior Director of Program Implementation for Child and Family Policy**

**December 2020 – Current**

Director of Program Implementation for Child and Family Policy

**December 2017 – December 2020**

*Meadows Mental Health Policy Institute, Dallas, Texas*

**Manager, NorthSTAR Services Unit**

**September 2015 – April 2017**

*Texas Department of State Health Services*

**State Development Lead**

**October 2013 – September 2015**

*Texas Institute for Excellence in Mental Health, School of Social Work, University of Texas,  
Austin, Texas*

**Adult Mental Health Program Services, Team Lead**

**April 2013 – October 2013**

Children's Mental Health Program Services, Project Lead

**November 2010 – April 2013**

Adult Mental Health Program Services, Program Specialist

**February 2010 – November 2010**

*Texas Department of State Health Services, Austin, Texas*

*Note: CV abridged, full CV available upon request.*

**Tony J. Walker**  
**twalker@mmhpi.org**

## **Education**

**Texas Tech University**, Lubbock, Texas, 8/2012 – 12/2016

Doctor of Philosophy - Counselor Education and Supervision, *CACREP Accredited Program*

Double Doctoral Minor: Clinical Mental Health & School Counseling

**Missouri Baptist University**, Saint Louis, Missouri, 8/2008-4/2010

Master of Arts in Counseling - Professional Counseling and School Guidance Counseling, April 2010

**University of Missouri**, Columbia, Missouri, 8/2003-5/2007

Bachelor of Science - Secondary Education, May 2007

**Licensed Professional Counselor-Supervisor**, Texas State Board of Health Professions

**Professional School Counselor**, Texas Education Agency

## **Nonprofit / Education Leadership Experience**

**Meadows Mental Health Policy Institute, Dallas, TX,**

**2021 – Present**

*Senior Director for Strategic Education Initiatives*

**Uplift Education – Central Management Office, Dallas, TX,**

**2018 – 2021**

*Senior Director of Student Support Services (Senior District Administration)*

**Uplift Education – Central Management Office, Dallas, TX,**

**2016 – 2018**

*Director of Student Support Services (Senior District Administration)*

**Uplift Education – Central Management Office, Dallas, TX,**

**2014 – 2016**

*Manager of Counseling Services (District Administration)*

## **Professional Counseling Experience**

**Uplift Education – North Hills Preparatory School, Dallas, TX,**

**2011– 2014**

*District Lead Counselor*

**Tony J. Walker Professional Counseling Services, Dallas, TX,**

**2012 – 2017**

*Licensed Professional Counselor/ Owner*

**National Council on Alcoholism and Drug Abuse – St. Louis Area, St. Louis, MO, 2010 – 2011**

*Mental Health Educator*

## **Professional Teaching Experience**

**Teach for America, St. Louis, MO,**  
*Alumni*

**2008 – 2010 Corps**

**St. Louis Public Schools, St. Louis, MO,**  
*10<sup>th</sup> and 11<sup>th</sup> Grade Social Studies Teacher*

**2008 – 2010**

**Alternatives Unlimited Charter School, St. Louis, MO,**  
*Special Education Teacher*

**2007– 2008**

**Fulton Public Schools, Fulton, MO,**  
*Student Teaching Internship, High School Social Studies*

**2007 – 2007**

*Note: CV abridged, full CV available upon request.*

**Monica Villegas Thyssen**  
mthyssen@mmhpi.org

## **Education**

Bachelor of Arts

Texas State University, San Marcos, Texas

## **Professional Experience**

**Vice President of Finance and Implementation**

**2016 – Current**

*Meadows Mental Health Policy Institute, Austin, TX*

**Director of Medicaid Managed Care Programs, Medicaid and CHIP Project Management**

*Health and Human Services Commission, Austin, TX.*

**March 2010 – 2016**

**Policy Advisory, Medicaid and CHIP Policy Development Long Term Services and Supports**

*Health and Human Services Commission, Austin, TX*

**September 2012 – March 2013**

**Senior Policy Analyst, Medicaid and CHIP Policy Development**

*Health and Human Services Commission, Austin, TX*

**November 2010 – September 2012**

**Senior Public Policy Specialist**

*Disability Rights Texas (formerly Advocacy, Inc.)*

**2002 – 2010**

**Director of Parent Liaison Programs**

*The Children's Partnership*

**2002 – 2010**

## **Professional Affiliations**

- Served on the Texas Department of State Health Services Mental Health Planning and Advisory Council until 2010.
- Serve on the Texas Integrated Funding Initiative Consortium with the Texas Health and Human Services Commission.
- Appointed by the Governor to serve on the Texas Early Childhood Intervention Advisory Committee with the Department of Assistive and Rehabilitative Services served until 2010.
- Served on the Children's Policy Council with the Texas Health and Human Services Commission until 2010.

**Jennifer M. Gonzalez**  
jgonzalez@mmhpi.org

## Education and Certification

PH.D., Epidemiology **August 2011**  
University of Florida  
*Dissertation was the first to apply latent group-based trajectory modeling, an innovative research method, to violence over the life-course*

M.S., Criminal Justice **August 2007**  
University of Cincinnati

B.A., Criminal Justice **December 2005**  
B.A., Sociology **December 2005**  
University of North Carolina Wilmington  
*Summa Cum Laude (4.0 GPA) with University Honors*

Certificate, Mentoring Excellence for Developing Leaders **June 2018**  
UT Southwestern Medical Center

Certificate, Management **May 2016**  
Southern Methodist University

## Professional Experience

**Vice President of Population Health** **2021 – Present**  
*Meadows Mental Health Policy Institute, Dallas, Texas*

**Senior Director of Population Health** **2019 – 2021**  
*Meadows Mental Health Policy Institute, Dallas, Texas*

**Interim Research Director** **2019**  
*Caruth Police Institute*

**Tenured Associate Professor** **2017 – 2019**  
*University of Texas School of Public Health, Dallas, Texas*

**Assistant Regional Dean** **2017 – 2019**  
*University of Texas School of Public Health*

**Coordinator of Graduate Programs** **2014 – 2017**  
*University of Texas School of Public Health*

**Assistant Professor** **2012 – 2017**  
*University of Texas School of Public Health*



**Post-Doctoral Research Associate, Psychiatric Epidemiology**  
*University of Florida*

**2011 – 2012**

### **Additional Professional Experience**

- 2019-Present: Adjunct Associate Professor, University of Texas School of Public Health
- 2018-Present: Research sub-committee chair of the Dallas County Criminal Justice Advisory Board
- 2019-Present: Associate Editor (Epidemiology Section), American Journal of Drug and Alcohol Abuse
- 2016-2018: Chair, Early Career Leadership Committee of the National Hispanic Science Network on Drug Abuse
- 2015-2021: Member, North Central Texas Council of Governments (Criminal Justice Division) Policy Development Committee
- 2015-Present: Grant Reviewer for the North Central Texas Council of Governments, National Institute of Justice, SAMHSA, and Bureau of Justice Assistance
- 2019-Present: Kessler Park Neighborhood Representative for North Oak Cliff United Police Patrol

### **Honors and Awards**

- National Academy of Sciences, Forum on Global Violence Prevention Member (2019-2020)
- UTHHealth Award for Research Mentoring (2018)
- National Institute on Drug Abuse Research Development Workshop Scholarship (2015)
- Award for Excellence in Research (2011)
- William L. Simon/Anderson Publishing Outstanding Paper Award (ACJS; 2011)
- [Springer Exceptional Reviewers List](#), American Journal of Criminal Justice

**Marilyn L. Headley**  
mheadley@mmhpi.org

## **Education**

Master of Public Affairs **2018**  
Lyndon B. Johnson School, The University of Texas at Austin

Bachelor of Science, Psychology **2011**  
University of Florida

## **Professional Experience**

### **Senior Project Manager**

Project Manager  
*Meadows Mental Health Policy Institute, Dallas, TX*

**March 2021 - Current**  
September 2019 – March 2021

### **Senior Legislative Coordinator**

*City of Dallas*

**August 2018 – September 2019**

### **Public Health Policy Practitioner**

Health Education Consultant  
*Florida Department of Health – Tobacco Free Florida*

**October 2012 – April 2016**  
September 2011 – September 2012



## JEFF GOODALE, AIA

Senior Vice President | Director of Justice

Jeff Goodale has more than 30 years of experience master planning, programming, and designing Justice projects. Jeff is recognized within the industry as a thought leader at the forefront of Justice rehabilitative design and innovation. His leadership and commitment to a team approach help drive consensus building and mutual responsibility. Jeff is known for finding unique solutions for clients and users and for providing optimal outcomes and efficiencies. His other responsibilities include overall project leadership, client contact, establishment of architectural concepts, budget and schedule accountability, and review of construction documents. With previous experience as a Construction Manager, he offers a unique perspective on the role of the Architect for various delivery methods, including design/build.

### EDUCATION

University of Illinois, Urbana-Champaign  
Bachelor of Science, Architecture Studies  
1986

### YEARS OF EXPERIENCE

30

### YEARS WITH HOK

11

### PROFESSIONAL REGISTRATIONS

Licensed Architect: Wisconsin 7765-5  
Illinois

### MEMBERSHIPS/AFFILIATIONS

American Correctional Association

Editorial Board, Correctional News

Tyco/ Simplex Grinnell Fire Protection  
Advisory Council  
(includes security electronics)

### INTERVIEWS

Topic: What would a Humane Jail Look Like?  
WNYC Radio, March 22, 2016

Topic: Justice Design, Q+A with Jeff Goodale  
CLOG Magazine: Prisons Issue  
February 6, 2014

Topic: Escape Prevention  
CBC THUNDER BAY -- Voyage North  
Cathy Alex - Producer/Host  
June 6, 2014

Topic: Escape Prevention  
CBC EDMONTON -- Radio Active  
Portia Clark - host  
Experience prior to HOK  
June 6, 2014  
LEED Certified or pending LEED Certification

### EXPERIENCE

#### Vermont DOC Facility Feasibility and Conceptual Design

Multiple facilities, VT

HOK, in partnership with Freeman French Freeman, was selected to provide an assessment, feasibility study and conceptual design for female inmate housing for the State of Vermont. The evaluation of these facilities includes the effectiveness of capacity, treatment/programming, operating and capital costs, and transitional supports needed for successful community re-integration as well as any barriers to population reduction.

#### CDB Inpatient Treatment Center

Joliet, Illinois

New 200-bed in-patient mental health and medical acute care unit, being located at the Joliet Treatment Center. The 185,000 gsf project will provide over 150 mental health beds ranging from crisis to acute, 90 male and 60 female. The project also includes a new clinic with 50 acute care medical beds. Other portions of the project include a new gatehouse, administration space, central utility plant and other overall site improvements. The project is design-build with an opening date scheduled in 2021.

#### Wayne County Consolidated Justice Center

Detroit, Michigan

Principal in charge and lead programmer/planner for new \$500 mil + comprehensive justice center, replacing older facilities in downtown Detroit. Project includes all new 2,280 bed adult detention center, 160 bed juvenile detention center, 29 courtroom

criminal courthouse, Prosecutor's office, sheriff's headquarters and 1,500 parking spaces. New central energy plant with county facility maintenance facilities co-located. Project site is master planned for future additional courthouses.

#### Marion County Community Justice Complex Design Build

Indianapolis, Indiana

Multiple facility, 1.3 million sq.ft. complex including a new Assessment and Intervention Center, 2,700 bed detention facility, 300 bed Acute Health Care units, 72-88 adjudication spaces, and facility space for up to 93 judicial officers. HOK acted as owner's technical advisor and provided Programming, Planning, Master Planning, Site Enabling, Design Criteria Documentation, Bid Analysis, Electronic Security. 2021 est. completion.

#### Florida DOC Lake Correctional Institution In-Patient Health Unit

Clermont, Florida

Principal for a new 275,000 SF Mental Health inpatient treatment facility. The inpatient component will serve a population of 550 patients, including a 30 bed infirmary.

#### California Prison Receivership Healthcare Facilities

California

Design principal for 10,000 medical and mental health beds, overall program and site specific design/ build implementation at a northern California site. Involvement includes planning, programming, logistics and documentation for program implementation. Responsible for meeting square footage, cost and schedule goals.



## JEFF BRADLEY

Vice President | Director of Justice

Jeff is co-director of HOK's firm-wide Justice Practice. He has 23 years of justice experience in both the domestic and international markets. His projects include courthouses, police stations, crime labs, jails and prisons including 89 County Jails, 31 County Courthouses and 13 Federal Courthouses. Jeff makes sure the client, project team, and the project receives the resources they need to deliver superior projects. Jeff's has also provided facility system evaluations and alternative solutions. His extensive security background and understanding of operations provide unique and valuable insight into his leadership of justice projects.

### EDUCATION

Concentrated studies towards a Bachelor of Science, Business Administration/Marketing, California State University at Chico

### YEARS OF EXPERIENCE

23

### JOINED HOK

2013

### CERTIFICATIONS

PSP - Physical Security Professional, Board Certified by ASIS

### PROFESSIONAL AFFILIATIONS

Member of American Society for Industrial Security (ASIS) International: Appointed Board Member Physical Security Council; Appointed Member - Physical Security Council's Education Committee; Co-Chair Chapter Liaison PSC.

Member of American Jail Association

Member of American Correctional Association

Former Vice-President Fern Bluff Municipal Utility District

Past President Williamson County Emergency Services District #2.

Member of National Sheriff's Association

Associate Member of Texas Sheriff's Association

Member of Former Texas Rangers Association

### EXPERIENCE

Chambers County  
Justice Center Master Plan and Design  
Anahuac, Texas

Hays County  
Jail Addition and Renovation  
San Marcos, Texas

Kaufman County  
Justice Center Master Plan and Design  
Kaufman, Texas

Potter County  
Jail Renovation and Expansion  
Amarillo, Texas

Ellis County\*  
Jail Expansion & Renovation  
Waxahachie, Texas

Bexar County  
Women's Annex Renovation  
San Antonio, Texas  
Comanche County\*  
Jail Facility

Comanche, Texas

Dallas County\*  
Jail Hospital Medical Modifications Expansion  
Dallas, Texas

Denton County\*  
Jail Master Plan and Expansion  
Denton, Texas

El Paso County\*  
Jail Renovation and Expansion  
El Paso, Texas

Galveston County\*  
Jail Facility  
Galveston, Texas

City of Las Vegas\*  
Jail Renovation and Expansion  
Las Vegas, Nevada

## **Appendix Two: Needs Assessments and Evaluations – 2015 to Present**

### **JPS Health Network (JPS)**

Initiated 2021

Thanks to the generous support of the Tarrant County Hospital District, the Meadows Mental Health Policy Institute was engaged to provide consultation and technical assistance to the executive leadership of the JPS Health Network (JPS) in the strategic implementation of the bond issue by assuring that any expansion of psychiatric inpatient capacity occurs within a redesigned service system anchored in best clinical practices, quantitative utilization and financial data, and legislative and regulatory opportunities for innovation.

### **El Paso Behavioral Health System Assessment**

Completed April 2021

Thanks to the generous support of the Paso Del Norte Health Foundation, the Meadows Mental Health Policy Institute conducted an assessment of the community's behavioral health system and evaluated the El Paso Behavioral Health Consortium project. The goal of this work was to inform the community's efforts to improve behavioral health services for its residents and to assess local capacity to meet the needs of residents with behavioral health conditions. We (the Meadows Institute) were asked to provide an update to the 2014 El Paso Community Behavioral Health System Assessment and to specifically address the following three domains:

- Overall access to behavioral health services,
- Strategy development for high-risk children and youth (not including the child welfare system), and
- Crisis system improvement analysis.

### **Texoma Behavioral Health Community Needs Assessment**

Completed December 2020

Thanks to the generous support of the Texoma Behavioral Health Leadership Team, the Meadows Mental Health Policy Institute (MMHPI) conducted an independent assessment of Grayson and Fannin counties. The goal of the assessment was to analyze existing public behavioral health service systems to identify unmet needs, service gaps, barriers to accessing care, opportunities for better collaboration, and other recommended system improvements. The TBHLT will use the results of this needs assessment to implement the recommendations.

### **Nueces County Behavioral Health Community Needs Assessment**

Completed July 2020

Thanks to the generous support of the Nueces County Hospital District, Meadows Mental Health Policy Institute (MMHPI) conducted a comprehensive needs assessment for Nueces County. The goal of the assessment was to provide the basis for a systemic approach to providing services for mental illnesses and substance use disorders, initially in Nueces County,



but ultimately across the larger Coastal Bend region. The assessment will provide Nueces County leadership and other stakeholders with data, information, and recommendations to support area and region-wide planning to improve the access to and impact of behavioral health services for the people who reside in the county and broader region.

### **Dallas County Mental Health Service Delivery System for Children, Youth, and Families: 2019 System Assessment Report**

Completed March 2020

Thanks to the generous support of the Rees-Jones Foundation, Meadows Mental Health Policy Institute (MMHPI) conducted an in-depth assessment of Dallas County's mental health service delivery systems for children, youth, and families. The goals of the assessment were to inventory and analyze Dallas County's mental health systems, assess its current and potential capacity to deliver care along a continuum that provides highly responsive and clinically effective services, and offer specific recommendations to support the continued development of the system as a whole

### **Lubbock Mental Health Assessment**

Completed December 2019

Thanks to the generous support of the Community Foundation of West Texas, the Meadows Mental Health Policy Institute (MMHPI) conducted a comprehensive mental health needs assessment of the Lubbock Texas area. The goal of the project was to conduct a comprehensive needs assessment for the Lubbock area that can serve as the basis for a regional, systemic approach to providing mental health and substance use services.

### **Bexar County Children and Youth Rapid Behavioral Health Assessment**

Completed February 2019

Thanks to the generous support of the Kronkosky Foundation and the San Antonio Area Foundation (the Foundations), the Meadows Mental Health Policy Institute (MMHPI) carried out a rapid environmental scan of the Bexar County children and youth's behavioral health systems. The overall goals of the scan were twofold: 1) identify specific "up-stream" strategies for continued development of a highly responsive, clinically effective, and efficient community behavioral health system; and 2) recommend expected opportunities in 2019, including any specific to the 86th Legislature, to improve up-stream interventions in schools and other non-clinical settings, primary health care, and office-based specialty health care settings.

### **Austin State Hospital Redesign (ASH)**

Completed 2018

Thanks to the generous support of the Dell Medical School (DMS), MMHPI provided critical data gathering and analytic resources to toward redesigning the ASH Brain Health System. Initial

data gathering contributed to the creation of a Master Plan and complete Schematic Design for the ASH campus that anchors an associated care continuum for the entire ASH catchment area.

### **San Antonio State Hospital Redesign (SASH)**

Completed 2018

Thanks to the generous support of The University of Texas Health San Antonio (UTHSA), MMHPI conducted a stakeholder engagement and strengths, weaknesses, opportunities, and threats (SWOT) analysis report for the San Antonio State Hospital Redesign project. The report described the work completed as part of the pre-planning phase of the San Antonio State Hospital (SASH) redesign and describes findings from discussions with multiple key stakeholders in the SASH catchment area as well as quantitative data analyses on the prevalence of mental illness and the utilization of psychiatric inpatient beds within the SASH catchment area.

### **Deep East Texas Regional Mental Health Assessment**

Published September 2018

Thanks to the generous support of the T.L.L. Temple Foundation, the Meadows Mental Health Policy Institute (MMHPI) conducted an independent assessment of 22 counties across its 24-county service area in Deep East Texas. The purpose of the assessment was to identify strategies to support the development of a highly responsive, clinically effective and efficient community mental health system in this largely rural region. The goal of the report is to use the findings and recommendations to inform Temple's strategic priorities for advancing mental health services in Deep East Texas.

### **Houston Endowment Substance Use Disorder Systems Assessment**

Completed July 2018

Thanks to the generous support of Houston Endowment, the Meadows Mental Health Policy Institute (MMHPI) conducted a comprehensive assessment of health care system capacity in Harris County to meet the prevalence of needs for substance misuse and substance use disorders (SUD) for all people in the county, across all age, gender, race, ethnicity, and socioeconomic groups. Of particular importance, the MMHPI team developed a model of an ideal system of care for treating SUD, which, if implemented in Harris County, would be the first of its kind in the nation. The report concludes with recommendations to make progress toward an ideal SUD system of care; recommendations are aligned with the structural components of the ideal system, from prevention to integrated primary care, co-occurring capable specialty care, crisis services, and recovery supports. Key leadership in Harris County are using the preliminary findings and recommendations to begin planning for system changes. Once the full report is made public, a much broader array of stakeholders will be engaged to implement recommendations based on locally determined priorities.

### **System Assessment of Smith County Local Behavioral Health System**

Published November 2017

Meadows Mental Health Policy Institute (MMHPI) was invited to provide an independent, objective assessment to identify general needs and gaps and provide concrete, practical recommendations to maximize the use of local capacity and resources within the existing collaboration in Smith County. The goal of the report was to provide findings and recommendations specifically to the Smith County Behavioral Health Leadership Team that would inform next steps and priorities toward advancing mental health services in Smith County.

### **Harris County Mental Health Services for Children, Youth, and Families: 2017 System Assessment**

Published October 2017

Thanks to the generous support of Houston Endowment, the Meadows Mental Health Policy Institute (MMHPI) conducted a comprehensive assessment of health care system capacity for providing mental health services for Harris County children, youth, and families. From this assessment, an “Ideal System of Care” for treating the mental health needs of children was developed with four components: 1) Integrated Behavioral Health, 2) Specialty Behavioral Health, 3) Rehabilitation services, and 4) Crisis Care Continuum. MMHPI identified higher-risk areas by mapping poverty rates overall and by school district, and found multiple pockets of need across the county, with higher rates of poverty outside the Inner Loop 610 area than inside it. MMHPI also mapped current provider locations across school districts, noting that many areas with the highest need are far from treatment providers and public transportation routes, and many outlying school districts lack providers within their geographic borders. All children, youth, and families in Harris County – whether inside or outside of the child welfare and juvenile justice systems – face stark gaps in care and poor outcomes as a result, and the recommendations focused on how to bolster services based on the identified “Ideal System of Care” to best fill those gaps and improve outcomes for children, youth, and their families.

### **Valley Baptist Legacy Foundation Rio Grande Valley Behavioral Health Systems Assessment**

Published October 2017

The Valley Baptist Legacy Foundation (Legacy Foundation) engaged the Meadows Mental Health Policy Institute (MMHPI) to conduct a review of mental health systems in the Rio Grande Valley (RGV). The primary purpose of the assessment was to understand the current capacity of the RGV to meet its population’s mental health needs (ranging from mild to severe), develop practical recommendations that would allow local stakeholders to build on current strengths, and support advancement of the counties’ mental health services delivery systems. The assessment included provider site visits and over 115 interviews of key informants to gain an understanding of the current service array across the four-county RGV region (Cameron, Hidalgo, Starr, and Willacy counties). This process led to the development of recommendations

for bolstering the behavioral health systems of the RGV region, particularly identifying consensus on the need for county-level planning for coordinating and enhancing services.

### **Bexar County Mental Health Systems Assessment**

Published September 2016

In the summer of 2015, Methodist Healthcare Ministries of South Texas, Inc. (MHM) engaged the Meadows Mental Health Policy Institute (MMHPI) to review the performance of Bexar County behavioral health systems. The review was conducted in the fall of 2015 and early 2016. While approximately 500,000 people in the county suffer from some level of mental health need, the primary focus of this assessment was on the most severe needs: adults with serious mental illness (just over 60,000) and children with serious emotional disorders (just over 37,500). An additional focus was on the over 56,000 people (nearly 35,000 adults and nearly 21,500 children) in poverty (under 200% FPL) that serve as the benchmark of need to be met by the overall public mental health system. MMHPI identified numerous high-quality programs, providers, and pockets of excellence in Bexar County, but found that the primary challenge was the need to transform the existing behavioral health service array from a set of discrete programs and special projects into a high performing system of care. Moreover, MMHPI recommended that the system of care should be managed by a collaborative of elected officials, local funders, and leading providers.

### **Initial System Assessment of Texas Panhandle Local Behavioral Health Systems**

Published September 2016

MMHPI was invited to conduct an initial assessment of behavioral health systems in the Panhandle region as a means of coordinating planning efforts and resources to improve service delivery in the 26 counties of the Texas Panhandle. The goal of this report was to provide a better understanding of the mental health needs in the Texas Panhandle and to inform strategic priorities of the Panhandle Behavioral Health Alliance (community collaborative), to advance the mental health services in the Texas Panhandle.

### **Midland County Mental Health Systems Assessment**

Published September 2016

Community leaders in Midland County engaged the Meadows Mental Health Policy Institute (MMHPI) to review the performance of its behavioral health systems. These leaders included Midland County, the Midland County Hospital District (dba Midland Memorial Hospital – MMH), the Midland Independent School District (Midland ISD), Permian Basin Community Centers (PBCC), the Abell-Hanger Foundation, the Scharbauer Foundation, United Way, and Texas Tech University Health Sciences Center-Permian Basin (TTUHSC-PB). The objective of the assessment was to evaluate current capacity for service delivery, system development, and population health management to determine viable strategies that build on existing strengths to further

develop the system of care for the region. MMHPI provided findings and recommendations for each major behavioral health provider and agency engaged in the systems assessment process. Specifically, MMHPI identified the primary challenge facing Midland County as a need to transform from a set of discrete programs into a high-performing behavioral health system of care and made specific recommendations for ensuring the commitment and alignment of key local leaders to support the development of a trusted and effective forum for local systems planning and coordination.

### **Review of Harris County Mental Health Systems Performance**

Published May 2015

Harris County engaged the Meadows Mental Health Policy Institute (MMHPI) to review its public mental health service delivery systems, with a primary focus on the Mental Health and Mental Retardation Authority of Harris County (MHMRA), the county's largest publicly funded mental health provider. The broader service delivery systems that also offer mental health and other services were included in the review, such as additional public health care services, social services and human services systems, the justice system, managed care organizations, and schools. The report includes findings and recommendations from MMHPI's countywide review of mental health services and the findings and recommendations on MHMRA's role within the county. Particularly, recommendations focused on how MHMRA can streamline services and enhance the current organizational structure to best meet the needs of individuals in the community.

### **Mental Health Best Practice Opportunities for Denton County**

Published March 2015

United Way of Denton County, on behalf of the Denton County Citizen's Council on Mental Health (Citizen's Council), contracted with the Meadows Mental Health Policy Institute (MMHPI) to carry out an independent analysis of the county's local mental health system performance and identify specific strategies for Denton County to support continued development of a highly responsive, clinically effective, and efficient community behavioral health system for the population of the entire county. The project objectives focused on evaluating the then-current capacity based on a self-assessment completed by the Citizen's Council in 2014 and determining viable strategies to continue to develop a system of care for the community. MMHPI interviewed United Way leadership as well as several members of the Citizen's Council and developed recommendations that centered on shifting from fact-finding to action. One recommendation was to develop a behavioral health leadership team (BHLT) for Denton County, which was done and continues to operate.




## Appendix Three: Required Forms and Addenda



## SOLICITATION, OFFER AND AWARD

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

<b>Solicitation No.:</b> RFP 2022-P03 Hays County Mental Health Needs Assessment		<b>Date Issued: November 30, 2021</b>	
<b>SOLICITATION</b>			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: <b>12:00 p.m. local time December 21, 2021.</b> <b>Proposals received after the time and date set for submission will be returned unopened.</b>			
For information please email: <a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a>	Questions concerning this RFP must be received in writing no later than 5:00 on December 8, 2021.		Phone No.: (512) 393-2283
<b>OFFER (Must be fully completed by Respondent)</b>			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. <b>MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.</b>			
<b>Respondent</b>		<b>Respondent's Authorized Representative</b>	
Entity Name: Meadows Mental Health Policy Institute Mailing Address: 2800 Swiss Avenue Dallas, Texas 75204	Name: Andy Keller, PhD Title: President & CEO Email Address: akeller@mmhpi.org Phone No.: 214-614-8225		
Signature: 		Date: 12/20/2021	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Melissa Rowan mrowan@mmhpi.org 512-968-6670	
<b>NOTICE OF AWARD (To be completed by County)</b>			
Funding Source:	Awarded as to item(s):		Contract Amount:
Vendor:			Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:		Agenda Item:
<b>Important: Award notice may be made on this form or by other Authorized official written notice.</b>	_____ Hays County Judge		_____ Date
	_____ Hays County Clerk		_____ Date

## V. Vendor Reference Form

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

### REFERENCE ONE

Company Name: Paso del Norte Health Foundation

Address: 221 N. Kansas St. #1900, El Paso, TX 79901

Contact Person and Title: Tracy Yellen, CEO

Phone Number: 915-218-2615

Scope & Duration of Contract: Countywide behavioral health needs assessment; May 2020 - May 2021

### REFERENCE TWO

Company Name: JPS Health Network

Address: 1500 S. Main Street, Fort Worth, TX, 76104

Contact Person and Title: Zelia Baugh, Executive Vice President, Behavioral Health

Phone Number: 817-702-3639

Scope & Duration of Contract: Consultation and technical assistance in the expansion of psychiatric inpatient capacity within a redesigned service system; Initiated 2021 - ongoing.

### REFERENCE THREE

Company Name: West Texas Counseling and Guidance


Address: 356 E Twohig, Cactus Hotel, 6th Floor, San Angelo, TX, 76903

Contact Person and Title: Paul Keeton, Director of Veteran Services

Phone Number: 325-944-2561

Scope & Duration of Contract: Veterans mental health capacity assessment and coordinated care technology implementation; March 2019 - August 2021

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p style="text-align: center; font-size: 1.2em;">Meadows Mental Health Policy Institute</p> </div> <div style="width: 30%;"></div> </div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> <div style="margin-top: 20px;"> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p><b>7</b></p> <div style="text-align: center;">   Signature of vendor doing business with the governmental entity </div> </div> <div style="width: 35%; text-align: right;"> <p>12/20/2021 _____ Date</p> </div> </div>		

## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.


A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:  PhD

PRINT NAME & TITLE: Andy Keller, PhD

COMPANY NAME: Meadows Mental Health Policy Institute



## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
  - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
  - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

  
\_\_\_\_\_  
Signature

12/20/2021  
\_\_\_\_\_  
Date

X. Hays County House Bill 89 Verification

I, Andy Keller, PhD (Person name), the undersigned representative of Meadows Mental Health Policy Institute (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Andy Keller PhD  
Signature of Company Representative

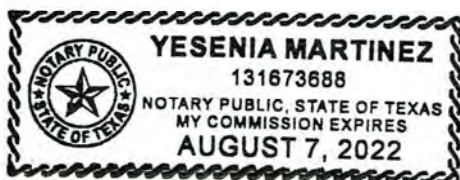
12/20/2021  
Date

On this 16<sup>th</sup> day of December, 2021, personally appeared Andy Keller, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Yesenia Martinez  
Notary Public in and for the State of Texas

12/16/21  
Date



## XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Meadows Mental Health Policy Institute

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Company Name

Andy Keller, PhD

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Print Name of Company Representative



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Signature of Company Representative

12/20/2021

---

Date

### CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, I, \_\_\_\_\_, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

---

Print Name of Hays County Purchasing Representative

---

Signature of Hays County Purchasing Representative

---

Date

---

RFP or Vendor number

## XII. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Meadows Mental Health Policy Institute

Name of Firm

Andy Keller PhD  
Signature of Certifying Official

Andy Keller, PhD  
Printed Name of Certifying Official

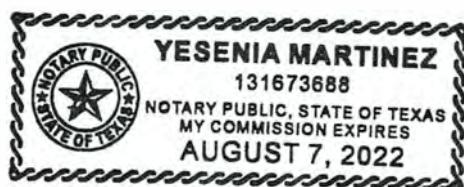
President & CEO

Title of Certifying Official

12/20/2021  
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

16th SUBSCRIBED and sworn to before me the undersigned authority by Andy Keller on this  
the day of December 2021, on behalf of said Firm.



Yesenia Martinez  
Notary Public in and for the State of Texas  
My commission expires: 08/07/22

### XIII. Vendor/Bidder's Affirmation

2. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
3. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
4. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

  X   Does not own taxable property in Hays County, or;

       Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Meadows Mental Health Policy Institute

\_\_\_\_\_  
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

N/A

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

Andy Keller, PhD

\_\_\_\_\_  
Printed Name

akeller@mmhpi.org

\_\_\_\_\_  
Email Address

President & CEO

\_\_\_\_\_  
Title

214-614-8225

\_\_\_\_\_  
Phone



#### XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

##### Section A: Current Hays County Employee

Employee Name	Title

##### Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

##### Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

##### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

No known relationships exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Meadows Mental Health Policy Institute

Name of Vendor

Andy Keller PhD

Signature of Certifying Official

President & CEO

Title of Certifying Official

Andy Keller, PhD

Printed Name of Certifying Official

12/20/2021

Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<b>Person</b>	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

## XV. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings

or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO \_\_\_\_\_

Authorized Signature: Andy Keller PhD

Printed Name and Title: Andy Keller, PhD President & CEO

Respondent's Tax ID: 46-3992618 Telephone: 214-614-8225

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

## XVII. FHWA 1273 Certification

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment A. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO           

Authorized Signature: AK PhD

Printed Name and Title: Andy Keller, PhD

Respondent's Tax ID: 46-3992618 Telephone: 214-614-8225

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.





Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

MEADOWS MENTAL HEALTH POLICY INSTITUTE FOR TEX, THE

**DUNS** Unique Entity ID  
**071843124**

**SAM** Unique Entity ID  
**PXRMM4CA67K8**

CAGE/NCAGE  
**879C6**

Registration Status	Expiration Date
Active	Feb 20, 2022

Purpose of Registration  
**All Awards**

Physical Address  
**2800 Swiss AVE  
Dallas, Texas  
75204-5926, United States**

Mailing Address  
**2800 Swiss Avenue  
Dallas, Texas  
75204, United States**

\*The DUNS number is currently the official Unique Entity ID

Version

Current Record

BUSINESS INFORMATION

Doing Business As  
(blank)

URL  
(blank)

State / Country of Incorporation  
Texas, United States

Division Name  
(blank)

Division Number  
(blank)

Congressional District  
Texas 30

Registration Dates

Activation Date  
Aug 26, 2020

Submission Date  
Aug 24, 2020

Initial Registration Date  
Oct 9, 2018

Entity Dates

Entity Start Date  
Oct 25, 2013

Fiscal Year End Close Date  
Dec 31

Immediate Owner

CAGE  
(blank)

Legal Business Name  
(blank)

Highest Level Owner

CAGE

(blank)

Legal Business Name

(blank)

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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

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## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## ENTITY TYPES

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### Business Types

Entity Structure

**Corporate Entity (Tax Exempt)**

Organization Factors

(blank)

Entity Type

**Business or Organization**

Profit Structure

**Non-Profit Organization**

## FINANCIAL INFORMATION

Accepts Credit Card Payments

**No**

Debt Subject To Offset ([What is this?](#))

**No**

### Account Details

---

EFT Indicator

**0000**

CAGE Code

**879C6**

# POINTS OF CONTACT

## Electronic Business

 ★ **Jacqueline French, Grants and Contracts Manager**

2800 Swiss Avenue  
Dallas, Texas 75204-5926  
United States

## Government Business

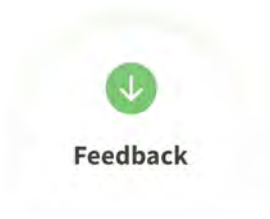
 ★ **Jacqueline French, Grants and Contracts Manager**

2800 Swiss Avenue  
Dallas, Texas 75204-5926  
United States

## Past Performance

 ★ **Meghan Lyons, Assistant Director of Grants and Contracts**

2800 Swiss Avenue  
Dallas, Texas 75204  
United States



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- [Release Notes](#)
- [System Alerts](#)
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- [Freedom of Information Act](#)
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- [External Resources](#)
- [Contact](#)



This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

Marisol Villarreal-Alonzo, CPA  
**County Auditor**  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
**Assistant County Auditor**  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

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December 13, 2021


### ADDENDUM #1 RFP 2022-P03 Hays County Mental Health Needs Assessment

Please find attached Addendum #1 to **RFP 2022-P03 Hays County Mental Health Needs Assessment**.

Included in this addendum:

- Questions & Answers

**Acknowledge receipt of this addendum by signing and returning this page with your proposal.**

  
\_\_\_\_\_  
Signature

Meadows Mental Health Policy Institute  
\_\_\_\_\_  
Company Name

12/20/2021  
\_\_\_\_\_  
Date

**Addendum #1**  
**RFP 2022-P03 Hays County Mental Health Needs Assessment**

**Questions & Answers:**

1. would it be possible to obtain the IFB instructions and scope for IFB - Hays County Mental Health Needs Assessment?

*To view current solicitations and related documents please visit:*

*BidNet Direct: [www.bidnetdirect.com//hayscounty](http://www.bidnetdirect.com//hayscounty)*

*City of San Marcos, Civic Plus Bid Posting: <https://www.sanmarcostx.gov/Bids.aspx>*

*Electronic State Business Daily: <http://www.txsmartbuy.com/sp>*

2. In the specs, the anticipated schedule has the submittal due date as 12/16, but everywhere else says 12/21. I wanted to double check and make sure which submittal date is the correct one?

*The Submittal Due Date is December 21, 2021 @ 12:00 PM (CST)*

3. Will the county accept an electronic proposal only (with no hard copy)?

*No, if you elect to submit an electronic copy through BidNet Direct, a hard copy must also be received in the Hays County Purchasing Office. One of the copies, electronic or hard, must be received by December 21, 2021 by 12:00 PM (CST)*

4. If the BidNet Direct proposal is received by the due date, and the hard copy is post marked by the due date, will the proposal be considered on-time even if the hard copy arrives later?

*Yes, the hard copy does not have to be delivered to the Hays County Purchasing Office by the due date and time, as long as the electronic proposal has been received by the due date and time through BidNet Direct.*

5. Is there a budget ceiling or estimated level of effort?

*The County has budgeted \$250,000 for the Mental Health Needs Assessment. Refer to Section F. Cost Proposal on how the proposed vendor shall provide a breakdown of proposed cost, as well as review section C. Scope of Work on what the County is requesting be included in the assessment.*

6. Could you please clarify the due date for RFP 2022-P03 Hays County Mental Health Needs Assessment? Page 1 and 4 say it is due 12/21/21. Page 5 has 12/16/21 as the deadline for proposal submission.

*See question #2*



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to award contract for RFP 2022-P09 Comprehensive Classification and Compensation Study to Management Advisory Group International, Inc.; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Shari Miller

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On April 7, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P09 Comprehensive Classification and Compensation Study. Purchasing received the following three proposals:

Baker Tilly US, LLP  
Evergreen Solutions, LLC.  
Management Advisory Group International, Inc.

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with Management Advisory Group International, Inc. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider approval of a La Cima Public Improvement District Deposit Agreement for Proposed Bond Issuance for Neighborhood Improvement Area #3, a Deposit Agreement for the Proposed La Cima North Public Improvement District, and a Deposit Agreement for the Proposed La Cima South Public Improvement District and amend the budget accordingly.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

001-899-13]

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Owner will deposit funds per the agreements for bond counsel and administration.

#### Budget Amendments:

LaCima NIA #3: 001-899-13-162

.4630 - Increase Misc. Revenue - \$75,000 (\$25k deposited within 5 days, remaining in \$25k increments)

.5441 - Increase Legal Services - \$75,000

LaCima NIA #North: 001-899-13-163

.4630 - Increase Misc. Revenue - \$200,000 (\$50k deposited within 5 days, remaining in \$25k increments)

.5441 - Increase Legal Services - \$100,000

.5448 - Increase Contract Services - \$100,000

LaCima NIA #South: 001-899-13-164

.4630 - Increase Misc. Revenue - \$200,000 (\$50k deposited within 5 days, remaining in \$25k increments)

.5441 - Increase Legal Services - \$100,000

.5448 - Increase Contract Services - \$100,000

**LA CIMA PUBLIC IMPROVEMENT DISTRICT DEPOSIT AGREEMENT FOR  
PROPOSED BOND ISSUANCE FOR NEIGHBORHOOD IMPROVEMENT AREA #3**

This LA CIMA PUBLIC IMPROVEMENT DISTRICT DEPOSIT AGREEMENT FOR PROPOSED BOND ISSUANCE FOR NEIGHBORHOOD IMPROVEMENT AREA #3 ("Agreement") is made and entered into this the 24<sup>th</sup> day of May, 2022 (the "Effective Date"), by and between HAYS COUNTY, TEXAS ("Hays County" or the "County") and LA CIMA SAN MARCOS, LLC, a Texas limited liability company ("Landowner"). Hays County and Landowner, together with their respective successors, may be referred to herein collectively as the "Parties" or individually as "Party."

**WHEREAS**, Hays County created the La Cima Public Improvement District ("La Cima PID") on or about September 23, 2014;

**WHEREAS**, in furtherance of the development of the La Cima PID, on or about August 5, 2015, \$19,200,000 in bonds designated as "Hays County, Texas, Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)" (the "2015 Bonds") were issued;

**WHEREAS**, the 2015 Bonds were authorized pursuant to Order No. 30824 and enacted by the Commissioners Court of the County (the "Commissioners Court") on July 21, 2015 and were issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of July 15, 2015 (the "2015 Indenture") by and between the County and BOKF, NA dba Bank of Texas, as trustee (the "Trustee");

**WHEREAS**, in furtherance of the development of the La Cima PID, on or about November 12, 2020, \$9,345,000 in bonds designated as "Hays County, Texas, Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project)" (the "2020 Bonds") were issued;

**WHEREAS**, the 2020 Bonds were authorized pursuant to Order No. 35751 and enacted by the Commissioners Court of the County (the "Commissioners Court") on October 20, 2020 and were issued pursuant to the provisions of the Act and the Indenture of Trust dated as of November 1, 2020 by and between the County and the Trustee;

**WHEREAS**, the Parties anticipated that in furtherance of the La Cima PID and its continued successful development, additional bonds secured by assessments levied within La Cima PID ("Additional Bonds") would be issued and sold in accordance with the Act and the applicable indenture and all necessary or appropriate supplements, amendments and/or modifications thereto;

**WHEREAS**, upon seventy-five percent completion of the public improvements (the “NIA #3 improvements” benefitting the third improvement area of the District (the “NIA #3”) (or such earlier time as determined by the County) and Landowner’s compliance with the applicable Future PID Bond Test (as defined in the 2015 Indenture), the County may consider the issuance of bonds (the “NIA #3 Bonds”) to reimburse the Landowner;

**WHEREAS**, in an effort to fund the actions required by County Staff and its Consultants, to work on the assessment levy and the bond issuance for NIA #3, Landowner has agreed to advance moneys to be used by the County, under the direction of the Office of General Counsel (the "General Counsel") to pay costs and expenses associated with the work related to the assessment levy and bond issuance;

**WHEREAS**, such advances will be subject to reimbursement for any excess funds not utilized for the purposes stated herein; and

**WHEREAS**, the Parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Landowner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. ADVANCEMENT OF MONEYS.** The Landowner shall advance up to a maximum of \$75,000 (the "Moneys") to the County as provided in Section 3 hereof, which Moneys shall be used by the County exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not timely advanced by Landowner to the County in accordance with Section 3 hereof, the County shall be under no obligation to continue assessing the feasibility and desirability of bond issuance for NIA #3 or the preparation of documents for such bond issuance.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The County will utilize County Staff and Consultants to assist the County with assessing the feasibility and desirability of bond issuance for NIA #3 and the preparation of documents for such bonds. These individuals shall be responsible to, and will act as consultant to, the County in assessing the feasibility and desirability of bond issuance for NIA #3. The County shall use the Moneys to pay costs and expenses of County staff and the Consultants that are incidental to or associated with the feasibility and desirability bond issuance for NIA #3 and the preparation of documents for such bonds (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are set forth in agreements that are on file in the General Counsel’s office and available for inspection and review by the Landowner. The County shall maintain records of the payment of all Project Costs and keep such records on file and will be reasonably available during normal business hours for inspection and review by the Landowner in the General Counsel’s office.

**SECTION 3. DEPOSITS.** The Landowner shall deposit with the County the amount of \$25,000 within five (5) business days after this Agreement is executed and delivered by the County. Whenever such account reaches a balance below \$10,000, the Landowner shall deposit an additional \$25,000 within five (5) business days of notification by the General Counsel. The

County shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the General Counsel. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the bond issuance for NIA #3 are unsuccessful, terminated or abandoned, the County shall, within a reasonable time, transfer to the Landowner all Moneys, including any interest earnings thereon (if any), then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Project Costs or portions thereof that have been actually incurred as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the NIA #3 bonds:

- A. Contingent on the County Commissioners Court approval, the Landowner may direct the County to reimburse the Landowner for the Moneys, and the interest thereon, previously advanced by the landowner from the proceeds of the bonds;
- B. The Landowner may direct the County to return unexpended Moneys, and the interest thereon, to landowner; or
- C. The Landowner may direct the County to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the County will issue bonds for NIA #3, or otherwise proceed with the issuance of bonds for NIA #3, and the County expressly reserves the right to terminate or abandon the proceedings at any time prior to the levy of assessments, if in the County's sole discretion, it deems such termination or abandonment to be in the best interests of the County.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof. No other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Hays County, Texas, as of the date and year first herein above written.

EXECUTED and ACCEPTED this 24<sup>th</sup> day of May 2022.

**HAYS COUNTY**

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

Name: Ruben Becerra

Title: Hays County Judge

AGREED TO and ACCEPTED this \_\_\_\_\_ day of May 2022.

**LA CIMA SAN MARCOS, LLC**

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

Name: Bryan Lee

Title: Manager



**DEPOSIT AGREEMENT FOR THE  
PROPOSED LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT  
Appraiser, Bond Counsel, PID Administrator**

This DEPOSIT AGREEMENT FOR THE PROPOSED LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT (this "Agreement") is made and entered into as of May 24, 2022 by and between HAYS COUNTY, TEXAS ("Hays County" or the "County"), and LA CIMA SAN MARCOS, LLC, a Texas limited partnership (including its Designated Successors and Assigns, the "Owner"). Hays County and the Owner, together with their respective successors, may be referred to herein collectively as the "Parties" or individually as "Party."

WHEREAS, the Owner has requested that the County enter into a various agreements or prepare certain documents related to creation and administration of public improvements districts, included but not limited to a Development Agreement, a PID Finance Agreement, a Reimbursement Agreement and a Service and Assessment Plan ("SAP") under which the County would, among other things, conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to form a public improvement district (the "District"), to levy special assessments, and to issue one or more series of bonds (the "Bonds") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner owns real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the General Counsel of the County (the "General Counsel") to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the County with:

1. assessing the feasibility and desirability of (i) forming the District, (ii) levying assessments and (iii) issuing bonds (the "PID Feasibility Matters"); and
2. preparation and/or review of the District related documents, including but not limited to (i) a Development Agreement, (ii) a PID Finance Agreement, (iii) a Reimbursement Agreement, (ii) a SAP (the "PID Documents").

Such advances being subject to reimbursement or credit to the Owner upon the approval of the County Commissioners Court from the levy of assessments and/or the proceeds of a successful issuance of the Bonds, or returned to the Owner upon the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. ADVANCEMENT OF MONEYS.** The Owner shall advance up to a maximum of \$200,000 (the "Moneys") to the General Counsel as provided in Section 3 hereof,

which Moneys shall be used by the County exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the County shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters and the preparation and/or review of the PID Documents.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The County has retained, Julia Houston with Orrick, Herrington & Sutcliffe LLP, as bond counsel, and Jon Snyder with P3Works, as PID administrator. The County will employ an appraiser prior to bond issuance. Bond counsel, PID administrator, and appraiser (collectively, “Consultants”) will assist the County with assessing the feasibility and desirability of the PID Feasibility Matters and the preparation and/or review of the PID Documents. The Consultants will be responsible to, and will act as consultants to, the County in connection with the PID Feasibility Matters and PID Documents. The General Counsel shall use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the PID Feasibility Matters and the PID Documents (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the General Counsel’s office and available for inspection and review by the Owner. The General Counsel may also use the Moneys for other direct County expenses relating to creation of the PID or the levy of assessments, such as statutorily required public notices or recording fees. The General Counsel shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the General Counsel's office.

**SECTION 3. DEPOSITS.** The Owner shall deposit with Hays County the amount of \$50,000 within five business days after this Agreement is executed and delivered by the County. Whenever the account reaches a balance below \$10,000, the Owner shall deposit an additional \$25,000 within five business days of notification by the General Counsel. The General Counsel shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the General Counsel and the Office of the Hays County Auditor. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

**SECTION 4. REIMBURSEMENT.** If proceedings for approval of the Development Agreement, formation of the District, PID Finance Agreement, or Reimbursement Agreement are unsuccessful and are terminated or abandoned prior to the levy of assessments, the General Counsel shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (iii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds:

- A. Contingent on the County Commissioners Court approval, the Owner may direct the County to reimburse the Owner for the Moneys, and the interest thereon, previously advanced by the Owner from the proceeds of the Bonds;

- B. The Owner may direct the County to return unexpended Moneys, and the interest thereon, to Owner; or
- C. The Owner may direct the County to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the County will execute any agreements, create the District, levy assessments or proceed with the issuance of the Bonds, and the County expressly reserves the right to terminate or abandon the proceedings at any time prior to the levy of assessments, if in the County's sole discretion, it deems such termination or abandonment to be in the best interests of the County.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Hays County, Texas, as of the date and year first herein above written.

EXECUTED and ACCEPTED this 24<sup>th</sup> day of May 2022.

**HAYS COUNTY**

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

Name: Ruben Becerra

Title: Hays County Judge

AGREED TO and ACCEPTED this \_\_\_\_ of May 2022.

**LA CIMA SAN MARCOS, LLC**

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

Name: Bryan Lee

Title: Manager

**DEPOSIT AGREEMENT FOR THE  
PROPOSED LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT  
Appraiser, Bond Counsel, PID Administrator**

This DEPOSIT AGREEMENT FOR THE PROPOSED LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT (this "Agreement") is made and entered into as of May 24, 2022 by and between HAYS COUNTY, TEXAS ("Hays County" or the "County"), and LA CIMA SAN MARCOS, LLC, a Texas limited partnership (including its Designated Successors and Assigns, the "Owner"). Hays County and the Owner, together with their respective successors, may be referred to herein collectively as the "Parties" or individually as "Party."

WHEREAS, the Owner has requested that the County enter into a various agreements or prepare certain documents related to creation and administration of public improvements districts, included but not limited to a Development Agreement, a PID Finance Agreement, a Reimbursement Agreement and a Service and Assessment Plan ("SAP") under which the County would, among other things, conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to form a public improvement district (the "District"), to levy special assessments, and to issue one or more series of bonds (the "Bonds") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner owns real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the General Counsel of the County (the "General Counsel") to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the County with:

1. assessing the feasibility and desirability of (i) forming the District, (ii) levying assessments and (iii) issuing bonds (the "PID Feasibility Matters"); and
2. preparation and/or review of the District related documents, including but not limited to (i) a Development Agreement, (ii) a PID Finance Agreement, (iii) a Reimbursement Agreement, (ii) a SAP (the "PID Documents").

Such advances being subject to reimbursement or credit to the Owner upon the approval of the County Commissioners Court from the levy of assessments and/or the proceeds of a successful issuance of the Bonds, or returned to the Owner upon the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. ADVANCEMENT OF MONEYS.** The Owner shall advance up to a maximum of \$200,000 (the "Moneys") to the General Counsel as provided in Section 3 hereof,

which Moneys shall be used by the County exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the County shall not proceed with assessing the feasibility and desirability of the PID Feasibility Matters and the preparation and/or review of the PID Documents.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The County has retained, Julia Houston with Orrick, Herrington & Sutcliffe LLP, as bond counsel, and Jon Snyder with P3Works, as PID administrator. The County will employ an appraiser prior to bond issuance. Bond counsel, PID administrator, and appraiser (collectively, “Consultants”) will assist the County with assessing the feasibility and desirability of the PID Feasibility Matters and the preparation and/or review of the PID Documents. The Consultants will be responsible to, and will act as consultants to, the County in connection with the PID Feasibility Matters and PID Documents. The General Counsel shall use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the PID Feasibility Matters and the PID Documents (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the General Counsel’s office and available for inspection and review by the Owner. The General Counsel may also use the Moneys for other direct County expenses relating to creation of the PID or the levy of assessments, such as statutorily required public notices or recording fees. The General Counsel shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the General Counsel's office.

**SECTION 3. DEPOSITS.** The Owner shall deposit with Hays County the amount of \$50,000 within five business days after this Agreement is executed and delivered by the County. Whenever the account reaches a balance below \$10,000, the Owner shall deposit an additional \$25,000 within five business days of notification by the General Counsel. The General Counsel shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the General Counsel and the Office of the Hays County Auditor. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

**SECTION 4. REIMBURSEMENT.** If proceedings for approval of the Development Agreement, formation of the District, PID Finance Agreement, or Reimbursement Agreement are unsuccessful and are terminated or abandoned prior to the levy of assessments, the General Counsel shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (iii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds:

- A. Contingent on the County Commissioners Court approval, the Owner may direct the County to reimburse the Owner for the Moneys, and the interest thereon, previously advanced by the Owner from the proceeds of the Bonds;

- B. The Owner may direct the County to return unexpended Moneys, and the interest thereon, to Owner; or
- C. The Owner may direct the County to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the County will execute any agreements, create the District, levy assessments or proceed with the issuance of the Bonds, and the County expressly reserves the right to terminate or abandon the proceedings at any time prior to the levy of assessments, if in the County's sole discretion, it deems such termination or abandonment to be in the best interests of the County.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Hays County, Texas, as of the date and year first herein above written.

EXECUTED and ACCEPTED this 24<sup>th</sup> day of May 2022.

**HAYS COUNTY**

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

Name: Ruben Becerra

Title: Hays County Judge

AGREED TO and ACCEPTED this \_\_\_\_ of May 2022.

**LA CIMA SAN MARCOS, LLC**

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

Name: Bryan Lee

Title: Manager



## 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 and San Marcos Consolidated Independent School District (SMCISD) regarding the purchase of a Gerling Fast Vac Mobile Vaccine Facility to provide immunization/vaccine services to the public and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	May 24, 2022	\$100,000

#### LINE ITEM NUMBER

120-675-99-151]

#### 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 Mobile Vaccine Facility will provide immunization/vaccine services, public health outreach and vaccine education to children and families throughout San Marcos and Hays County who are uninsured or underinsured, within vulnerable and underserved communities. SMCISD will provide \$115,000 and the County will utilize \$115,000 in grant funds provided by St. David's hospital for this purchase.

Attachments: SMCISD Interlocal Funding Agreement  
Gerling & Associates Quote  
GSA Contract #GS-30F-0002V

##### Budget Amendment:

Increase Intergovernmental Revenue (\$115,000)  
Increase Vehicles\_Capital \$137,078  
Decrease Medical Supplies (\$10,000)  
Decrease Contract Services (\$12,078)

## **INTERLOCAL FUNDING AGREEMENT**

This Funding Agreement (the “Agreement”) is made and entered into to be effective as of May \_\_\_\_\_, 2022 between Hays County, a political subdivision of the State of Texas (the “County”), 111 E. San Antonio, Suite 300, San Marcos, Texas, 78666 and San Marcos Consolidated Independent School District, (“SMCISD”) in an effort to provide immunization/vaccine services, public health outreach and vaccine education to children and families throughout San Marcos and Hays County who are uninsured or underinsured, within vulnerable and underserved communities. County and SMCISD may be referred to, collectively, as “the Parties” or “the Parties to this Agreement.”

### **RECITALS**

**WHEREAS**, SMCISD desires to collaborate in the efforts of the Hays County Local Health Department to provide immunization/vaccine services, public health outreach and vaccine education to children and families throughout San Marcos and Hays County who are uninsured or underinsured, within vulnerable and underserved communities; and

**WHEREAS**, SMCISD wishes to contribute funding not to exceed One Hundred Fifteen Thousand dollars (\$115,000.00 USD), toward the purchase of Gerling Fast Vac Mobile Vaccine Facility (“Vaccine Vehicle”) depicted and described in Exhibit “A,” which is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Parties have agreed that the Hays County will facilitate the purchase of the Vaccine Vehicle, maintain ownership and upkeep; and

**WHEREAS**, SMCISD and its students, in addition to Hays County residents who reside within SMCISD’s district boundaries, will greatly benefit from the purchase of a Vaccine Vehicle; and

**WHEREAS**, the County has agreed to purchase and maintain the vehicle in good working order for the purpose stated in this Agreement.

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

### **ARTICLE 1 PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which SMCISD will provide funding in an amount not to exceed the One Hundred Fifteen Thousand dollars (\$115,000.00 USD), to the County for the purchase of the Vaccine Vehicle.

**ARTICLE 2**  
**OBLIGATIONS AND FUNDING FROM SMCISD**

**2.1** SMCISD shall pay to the County a sum not to exceed One Hundred Fifteen Thousand dollars (\$115,000.00 USD) in current funds, which, unless otherwise agreed by the Parties, shall only be applied to the purchase that is subject of this Agreement.

**2.2** Under no circumstances will SMCISD be held liable for any amount exceeding One Hundred Fifteen Thousand dollars (\$115,000.00 USD). Said shall be due in one lump-sum payment to the County within thirty days of the effective date of this Agreement.

**2.3** Payment shall be made to Hays County, Attention: Hays County Auditor's Office, 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666

**ARTICLE 3**  
**OBLIGATIONS OF THE COUNTY**

**3.1** The County agrees to utilize the funds it receives under this Agreement to pay for expenses related to the purchase of the Gerling Fast Vac Mobile Vaccine Facility, and in compliance with all the terms and conditions specified in this Agreement. The estimated total cost of Two Hundred Fifteen Thousand dollars (\$215,000.00 USD).

**3.2** The County shall pursue the steps necessary to achieve purchase of the vehicle with reasonable diligence.

**3.3** The County will coordinate with SMCISD to provide services to its students utilizing the Vaccine Vehicle on a periodic basis and within the parameters of the vaccine program being administered at that time.

**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 Vaccine Vehicle has fully depreciated in value, or otherwise becomes inoperable. The obligations of the Parties shall continue during the Term.

**ARTICLE 5**  
**SUCCESSORS AND ASSIGNS**

The County and SMCISD, 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 SMCISD.

## **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 San Marcos Independent School District:

San Marcos Independent School District  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
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 SMCISD 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 SMCISD 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 SMCISD 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 SMCISD, 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, SMCISD 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. 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. SMCISD 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. SMCISD 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, SMCISD 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. SMCISD shall, upon five (5) days' written notice to the County, have a right to inspect all receipts, invoices, proofs of purchase, records of expenditures, and other relevant data related to this Agreement. Hays County shall maintain such information in accordance with the retention schedules published by the Texas State Library and Archives Commission.

(AKNOWLEDGMENTS ON THE FOLLOWING PAGE)



This Interlocal Funding Agreement is hereby EXECUTED on this \_\_\_\_ day of May  
\_\_\_\_, 2022.

**County of Hays:**

By: \_\_\_\_\_  
Ruben Becerra  
Hays County Judge

ATTEST:

\_\_\_\_\_  
Elaine H. Cardenas MBA PhD, Hays County Clerk

**San Marcos Consolidated Independent School District**

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

ATTEST:

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

## **EXHIBIT “A”**



## **Gerling Fast Vac Mobile Vaccine Facility**

*Configuration Prepared for  
Hays County TX*

**Submitted By:  
Gerling & Associates, Inc.  
Sunbury, OH 43074  
(740) 965-2888**

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August 27, 2021

Hays County

## **Proposal for Construction of Gerling Fast Vac Mobile Vaccine Facility**

### **Point by Point Description**

#### **1.0 Overall Scale: Chassis and Operations Enclosure**

##### **1.1 Vehicle Dimensions (see dimensional data on enclosed drawing):**

- Operations Enclosure overall height 11'6" High including AC units
- Operations Enclosure length 16'
- Operations Enclosure 96" Wide
- Overall length 24'

##### **1.2 Chassis Specifications:**

#### **Chassis/Dimensions/Capacities**

- Chassis 2022 or current model year Ford E450 Super Duty
- Interior Height 82"
- Gross Vehicle Weight Rating GVWR: 14,500 LBS
- Fuel Tanks (Top Draw) One (1), 55 U.S. gal
- Engine Type Triton V10 Gasoline
- Alternator HD 155 amp
- Transmission 5-Speed Automatic Torqshift with Tow Mode
- Steering Gear Power with Tilting Steering Column
- Suspension, FRONT Heavy Duty Gas Charged Shocks & Springs
- Suspension, REAR Heavy Duty Gas Charged Shocks & Springs
- Brake System Anti-lock Power Brakes (Front & Rear Disc Brakes)
- Tires- LT225/75Rx16E BSW AS
- Wheels- 16"x6" White steel painted

- AM/FM Stereo
- Back up camera



## **2.0 Chassis Weight and Axle Loading**

- Overall GVWR 14,500

Body and chassis shall be in compliance with legal weight limits and transportation regulations on all public highways. No Commercial Driver's License shall be required. No special permits shall be required for travel on any public highway.



### **3.0 Body Construction: Methods and Materials**

#### **3.1 Body Overview**

##### **General:**

**The mechanical design and construction of the production portion of the unit shall be such that the Client, with proper maintenance, can expect at least 15 years of use.**

Shell strength exceeds Department of Transportation requirements of being able to sustain at least 1.5 times overall vehicle weight in the event of rollover or inversion.

**All Gerling aluminum-to-steel joints are insulated with High Molecular Density Polymer to prevent corrosion due to galvanic electrolysis.**

**Aluminum skin shall be .090 at bulkheads and sides, continuous, seamless construction.**

**Fabrication and Construction practices shall utilize proprietary methods of MIG Welding and chemical bonding. Lord 500 Series Acrylic Adhesive shall provide extremely high impact rating and extreme resistance to thermal and chemical stress.**

**Body Filler products shall not be utilized in any weight or stress-bearing component of the aluminum body.**

##### **3.1 Floor Frame shall incorporate:**

- Twin 4" steel I-beams, configured linearly to securely fasten Operations Enclosure to Chassis Frame Rails.
- 3" T-6061 Aluminum Alloy I-beams on 16" centers.
- .125 T-6061 Aluminum sheeting
- Additional Gerling proprietary methods and materials



##### **3.2 Wall and Bulkhead Construction shall incorporate:**

- .125"x2"x2" T-6061 Aluminum Alloy square tubing on 16" centers (lengths vary to accommodate roof 45 deg. dish reservoir, doorframes)
- .125"x2"x4" T-6061 Aluminum Alloy square tubing

- .090" T-6061 Aluminum Sheeting for exterior surface
- Additional Gerling proprietary methods and materials

### **3.3 Corner Construction** shall incorporate:

- .125"x2"x2"x3" beveled T6061-T6 Aluminum Alloy extrusions into which .090 sides and bulkheads shall be inserted, then welded and bonded
- Extrusions shall incorporate additional 2" x 2" tube aluminum for added support.
- .125" aluminum formed cap shall cover full height of body corner, providing additional strength and enhancing appearance.

### **3.4 Roof Construction** shall incorporate:

- .125"x2"x4" T-6061 Aluminum Alloy square tubing on 14" centers
- .125"x2"x4" T-6061 Aluminum Alloy square tubing
- 5"x2"x ½" C-Channel for roof perimeter
- .040 Aluminum Sheeting for exterior roof surface
- Additional Gerling proprietary methods and materials

### **3.5 Exterior Finish:**

- Full preparation to consist of all caulking, trimming, sanding, etching (zinc chromate chemical etching agent) and all necessary steps to ensure overall aesthetic "as-new" quality for functional life of vehicle
- 2 coats primer and 1 coats white Aircraft-Grade Acrylic Polyurethane DuPont, white in color
- Coverage shall include inside bay doors
- Body to be undercoated with anti-corrosion agent
- **G&A Scepter Series, Smooth Seamless automotive look exterior**



## 4.0 Undercarriage Storage Bays (Belly Bays)

### General:

Shall be integrated into the skirting around the perimeter of the vehicle, beneath the chassis frame, such that the body is streamlined

Quantity three (3) Storage bays shall be provided per side

- Ground Clearance shall be 12" between rub rail and ground



### 4.1 Special Design Features

- **Bay floors** shall be of "sweep-out" construction, with no raised edges to pool water or obstruct loading.
- **To include 3/8" x 4" "Rub Rail" guards that protrudes 1/2" laterally beyond the bay doors for protection in cornering situations.**
- **To include 3/8" x 3" x 4" Skid Rail for thorough protection in bottom-out situations.**

### 4.2 Material

- 10-gauge T-6061 Aluminum
- 2" x 4" aluminum c-channel construction

### 4.3 Weatherproofing/Security

- **FurgoCar integral locking handles** operating by a locking cam-style lever mechanism
- **Perimeter of each bay door shall seat on 90 degree exterior surface and trimmed in crushable gasket, rendering the bay waterproof.**
- Doors shall be held in the open position by means of **gas charged struts**; the geometrical positioning of which shall aid in both opening and closing.
- Hinges to be stainless steel, continuous piano hinges isolated with Mylar tape to prevent electrolysis between aluminum and stainless steel.

### 4.4 **Equipment to be permanently stored** in Storage Bays shall include:

**Gerling Custom Designed Aluminum Power Frame**, which shall contain all power entry panels, analog meters and all other elements of Main Power Control

Panel

Rear of frame shall be protected by means of an expanded metal screen painted safety yellow.

### **Optional Generator**

**Batteries for DC power system and charger**

**Water tanks**



## 5.0 Exterior Doors

### 5.1 Personnel Doors, Entrance Stairs Construction shall incorporate:

- Provide and install one (1) 36" x 78" entry door on curbside near front of vehicle
- Provide and install one (1) 36" x 78" door on rear of vehicle
- Provide and install two (2) sets Solid-Step manual fold down steps- 24" wide- 4 step system to store in each doorway
- 2" x 2" x .125" T-6061 Aluminum Alloy square tubing
- .125 T-6061 Aluminum Alloy skin
- Reinforcement to prevent bowing shall be gained through use of 5" aluminum hat channel
- Shall be supplied with Yale panic-bar exit devices and LCN single-action track door closers (with no protruding "elbow" extending into operations interior).
- Stainless steel plates shall be mounted beneath (hand wear) exit device and at bottom of door (kick wear) to guard against wear upon repeated exits.
- Doors shall be provided with a separate "travel" latch that keeps the door closed by means of wedges that are driven into receiver holes at top and bottom of door frame; putting latch in travel position crushes gasket around door perimeter, rendering it waterproof for travel.



## **6.0 Exterior Functional**

### **6.1 Exterior Lighting**

#### **6.1.1 Clearance Lighting** shall be provided and installed

- All clearance lights as required by DOT Regulation shall be supplied and installed
- Any required reflective strips shall be supplied
- Grote LED Brake Lights, Taillights, shall be provided and installed
- All taillights, reverse lights, brake lights shall be recessed.

### **6.3 Scene Lights**

- Provide and install five (5) Whelen 900 series scene lights. Two (2) per side and one (1) in rear



## 7.0 Interior Construction: Methods and Materials

### General:

**Layouts** included in this proposal are representative of the scope of work for the Medical Unit interior that is to be included in this package

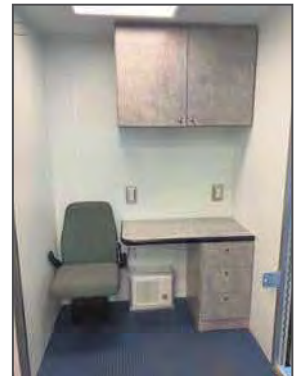
**Final layout and determination of interior to be designed by Client and Gerling & Associates upon engineering meetings to ensure that Client specifications and particular needs are met**

### 7.1 Interior Frame Construction

- Floor to be constructed of ¾" feather-ply
- Ceiling to be constructed of 3/8" feather-ply
- Interior Sidewalls and Bulkheads to be constructed of 3/8" feather-ply. Front bulkhead to be closed off from cab area

### 7.2 Intake area

- Provide and install approximately 36" of laminated overhead cabinets
- Provide and install approximately 36" of laminated countertop for intake workstation
- Provide and install approximately 12" W with 3-drawer of laminated base cabinet
- Provide and install one (1) Single Handi-Flip Passenger seat- EA 71-691 with safety belts
- Provide and install up to four (4) 120vAC duplex outlets (location TBD in post award engineering meeting)
- Provide and install one (1) partition wall to include a 36" pocket door to separate the intake area from the exam room
- Provide and install one (1) Kidde KN-COSM-BA combination smoke/carbon monoxide detector
- Provide and install one (1) 5lb ABC fire extinguisher



### 7.3 Exam Room

- Provide and install one (1) Hausmann 4412+99L Gas Spring Back Exam Table
  - Drawers on Left
- Provide and install one (1) Choice Line air lift Tech Stool
- Provide and install two (2) approximately 40" of laminated overhead cabinets (exact location and color TBD in post award engineering meeting with client)



- Provide and install two (2) approximately 40" of laminated base cabinets (exact location and color TBD in post award engineering meeting with client)
- Provide and install approximately two (2) 40" of laminated countertop (exact location and color TBD in post award engineering meeting with client)
- Provide and install one (1) 20" laminated overhead cabinet over handwashing sink
- Provide and install one (1) Sharp's container
- Provide and install one (1) handwashing sink to include the following:
  - Sink
  - Corner cabinet
  - On-demand hot water tank
  - Water pump
  - Soap dispenser
  - Paper towel holder
- Provide and install one (1) Kidde KN-COSM-BA combination smoke/carbon monoxide detector
- Provide and install one (1) 5lb ABC fire extinguisher
- Provide and install one (1) PHCbi MPR Series 12.2 Cu. Ft. Medical-Grade Refrigerator | Sliding Glass Door- Item#: MPR-S300H-PA



#### **7.4 Complete restroom**

- Provide and install one (1) complete restroom package to include:
  - Sink
  - RV style toilet
  - On demand hot water tank
  - Water pump
  - RV type waste tank drain
  - Soap dispenser
  - Toilet paper holder
  - Paper towel holder
  - Waste basket
  - 20-gal freshwater tank with filler neck
  - 25-gal black water tank
  - Fantastic R4000 vent fan
  - Freeze protection on all plumbing
  - Water tank level monitoring system



#### **7.5 Fit and Finish**

- Floor covering shall be Loncoin Lonseal raised dot flooring (color TBD in post award engineering meeting)
- Walls to be covered with white medical vinyl
- Ceiling to be covered with white medical vinyl

## **7.6 Interior Lighting**

- Provide and install six (6) LumeGen 2'X2' Flat panel LED- 45 watt-dimmable- 6250 lumens- 100-277vAC- LEDLFPN1000037550
- Provide and install two (2) Slick Lites LED 12" light fixture

## 8.0 Environmental Control

### 8.1 Insulation

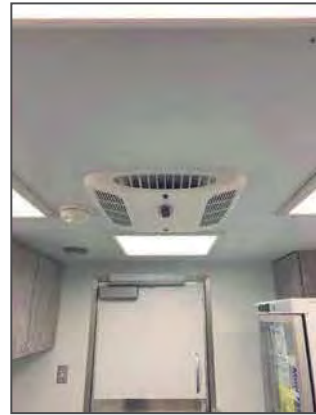
- Insulation factor on walls of R14 in concert with forced-air roof top Air-Conditioning system shall provide environmentally secure environment
- Provide and install full thermal insulation on outer walls, floor, doors and ceiling
  - Insulation to be Blue Dow 2" Owen Corning Polystyrene
  - Includes continuous vapor seal
  - PolySeal foam to ensure vapor-tight insular seal
- Insulation factors as follows: **R14 walls, R14 ceiling, R14 floors, R9 doors, and R2 door seals**

### 8.2 HVAC System

- Provide and install two (2) Coleman 13,500BTU rooftop AC units

### 8.3 Heat

- Each unit shall include integral heat strips



## 9.0 Electrical System

**9.1 Gerling Power System capacity shall accommodate demands of the mobile medical unit (i.e. equipment, HVAC and all other power related functions). All electric wiring shall be ran internally within the ceiling and walls. Adequate electrical outlets in all areas to support all equipment shall be provided. Locations to be determined post-award during engineering meetings**



### 9.1.1 Power Source

- The Vehicle shall be powered by means of a **50 amp power source** single phase economy power system and shall be capable of being powered by means of:
  - Shore power source (shall accommodate vehicle freeze protection)OR
  - 7kW Onan gasoline generator to include the following:
    - ❖ Gerling Quiet Pack Integration
    - ❖ Remote generator start at load center
    - ❖ Bay integration
    - ❖ Manual transfer switch

### 9.1.2 Power Entrance and Monitoring

- **Analog meters by Hoyt shall be provided and installed adjacent to the input connectors, monitoring:**
  - **Amperage**
  - **Voltage**
- **Analog meters by Hoyt shall be provided and installed on panel in vehicle interior, allowing monitoring during operations of:**
  - **Amperage**
  - **Voltage**

**NOTE: Gerling provides and recommends analog meters, as digital meters may not function at extreme temperatures**

- Supply and install one (1) 25' 50 amp shore power cable
- Supply and install one (1) Hubbell HBL504NM 125/250V shore power inlet

### 9.1.3 Transmission and Termination

- **All Electrical wiring to utilize THHN insulated stranded copper wire**
  - **All Electrical wiring to be in strict accordance to “as-built” drawings which shall be provided to the Client**
  - **All Electrical wiring shall be dressed in accordance with highest industry standards**
  - **All wire runs shall be routed through EMT and flexible conduit with proper isolation between signal and power cables.**
- **Provide and install wall receptacles:**
  - These outlets shall be located in areas specified by the Client in Engineering meetings with Gerling and Associates such that specific Client needs are met
  - Provide and install approximately fourteen (14) duplex interior 120VAC 15 amp power outlets
  - Provide and install two (2) Hubbell GFCI protected weatherproof exterior duplex outlets, location to be determined by the Client
- Provide and install one (1) Renogy 1000W 12V Pure Sine Wave Inverter to operate the medical fridge during transport.



## 10.0 Low Voltage System

### 12 volt power system

- A **12V DC system** shall be provided and integrated
  - Power Source for 12v DC shall be two (2) deep cycle batteries to be housed in a vented, anti-corrosive enclosure.
  - Provide and integrate IntelliPower 9200 shall be provided and integrated
    - Shall charge the batteries
    - Shall supply the DC loads while power is applied to the vehicle.
  - The DC distribution system will be fully fused and will power:
    - Interior lighting, activated by a mechanical timer located at personnel door such that interior DC powered devices will not be unintentionally left running
    - The strike or set-up lighting system



## 11.0 Generator- **OPTIONAL**

- Provide and install one (1) 7kW Onan gasoline generator to include the following:
  - Bay mounted generator enclosure
  - Fuel source to be from the trucks onboard fuel cell. Fuel line to be tapped into fuel cell and will allow the generator to run until there is approximately  $\frac{1}{4}$  tank of fuel remains for drive off fuel
  - Manual transfer switch
  - Remote start/stop panel inside trailer
  - Slide-out rails for easy maintenance
  - Fuel sending unit
  - Fuel gauge



**Gerling Fast Vac**  
**Mobile Vaccine Facility Totals**

**Total Base Vehicle** **\$187,000.00**

**Terms: 30% DOWN PAYMENT WITH ORDER; 30% DUE  
UPON RECEIPT OF CHASSIS; BALANCE ACCEPTANCE  
EX-WORKS G&A**

-----

**OPTIONAL:**

1. Onan Marquis Generator:
  - 7.0kVA Generator
  - Critical muffler system
  - Full G&A quiet pack installation
  - G&A switch over system **Add \$8,100.00**
  
2. Provide and install one (1) 14' Girard power retractable awning with auto retracting motion sensor **Add \$8,800.00**
  
3. Provide and install one lot exterior full body wrap **Add \$9,900.00**

**DELIVERY:**

120 Days ARO

**Proposed by:** \_\_\_\_\_ / /21  
**Fred Gerling**  
**Gerling & Associates, Inc.**

**Accepted by:** \_\_\_\_\_ / /21

**This Confidential Quotation is Effective for 60 days.**

## **GERLING & ASSOCIATES, INC. ADDITIONAL TERMS/CONDITIONS**

### **Deposit/Down Payment:**

The 40% deposit required to initiate your order is a payment made in good faith to commission the work. This deposit is required due to the highly customized nature of all projects manufactured by Gerling and Associates.

Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
  - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
  - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
  - Funds required to market the project to be paid once the new owner is under contract.

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Upon request of the return of this deposit, the following terms shall govern that transaction

- Gerling and Associates, Inc. will return the deposit as paid less the following expenses.
  - The cost of engineering invested in the project to the point of the order cancellation, provided construction has not commenced at a term of net 30 days.
  - If Construction is under way, the funds to be returned will be less the costs incurred to date of cancellation.
  - If construction is under way, the funds to be returned will be less the cost required to place the project, as is, with another client, including any and all remanufacturing costs associated with customizing the project to the requirements of the new customer.
  - Funds required to market the project to be paid once the new owner is under contract.

### **Delivery:**

If your purchase agreement with Gerling and Associates includes a delivery penalty; specifically, a credit to be issued against the final acceptance total, the following terms and conditions will apply:

- The day count is business days (6/week) and will begin on the day the full security deposit (40% of total transaction) arrives at Gerling and Associates. *NO penalty fee will be charge for Sundays.*
- A schedule of dates, delineating when milestone decisions by the client will be required, shall be forwarded to the client within 10 days of the security deposit being received by Gerling & Associates. This schedule will include milestone dates upon which the delivery schedule has been based, and will include dates where Gerling Engineering will require information from the client. The penalty date will be postponed one day for every day that any of these client milestone dates are delayed. All such postponements are cumulative.

In the extremely unlikely event that an "act of God" (natural disaster, etc.) requires the construction facilities of Gerling and Associates to be closed will postpone the penalty date for every day the manufacturing facility is closed.

### **Completion Date:**

The completion date quoted is the promised date upon which the unit will be completed to the specifications set forth per and described in the contract. This completion date represents the time at which the unit shall be ready for inspection and final payment by the client. This date is carefully formulated by the Gerling & Associates Production Department. It is based upon a milestone schedule composed of dates upon which a timetable of design and engineering decisions must be made in order meet the promised completion date. The completion date may be extended due to delays in engineering decisions.

*This policy is in effect in order to ensure that Gerling & Associates can offer our clients the best possible pricing at the outset of each project.*

### **Weight Commitments:**

In regard to quoted weights, weight projections are a weight estimate based upon G&A's experience and history of like product. All weights at project acceptance are to be weighed as built less all loose items. Should the contract stipulate weight guarantees, the guaranteed weight and any penalty attached will be clearly detailed in the body of the agreement.

### **Acceptance Location:**

Unless otherwise specifically stated, the final acceptance shall take place at Gerling & Associates, Inc. Sunbury, Ohio Facility. The authorized representative's signature at the final acceptance constitutes acknowledgment that items delivered comply with specification. Latent or hidden defects are covered under Gerling & Associates, Inc. warranty statement.

Units not accepted within seven (7) business days of established completion date subject to carrying fee of .125% per day, for each day, until date of final unit acceptance and payment, inclusive.

Acceptance is finalized by either the customer's signature of acceptance or the receipt of payment in full or both.

### **Taxes:**

Prices quoted are exclusive of all applicable taxes, duties and insurance, titles and registration fees.

The above proposal and accompanying information is considered proprietary and may not be reproduced, redistributed, or otherwise disseminated, in part or unabridged, without the expressed written consent of Gerling and Associates, Inc.





































## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

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 Road in Pct. 1. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 11.60 acres, and electric, water and telecommunication easement rights in 2.829 acres from property located at the NW corner of Darden Hill Road and Sawyer Ranch Road, owned by OC Ranch, Ltd., and which are required for the construction of the proposed Darden Hill Ranch @ Sawyer Ranch roadway improvements, and take other appropriate action (Parcels 1/1E). Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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

Additional information will be presented in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.9262 acre, 0.4724 acre, and 0.2813 acre in fee simple from properties located at the NE corner of Darden Hill Road and Sawyer Ranch Road, owned by John Thomas DeAngelo and Sharon Louise Burba, and which are required for the construction of the proposed Darden Hill Ranch @ Sawyer Ranch roadway improvements, and take other appropriate action (Parcels 2A-C). Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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

Additional information will be presented 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 deliberation regarding employment and duties of all positions within the Hays County Treasurer's Office. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Treasurer

#### SPONSOR

INGALSBE

#### CO-SPONSOR

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 Section 551.071 of the Texas Government Code: consultation with counsel related to road projects funded or potentially funded by Capital Area Metropolitan Planning Organization. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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

JONES

#### SUMMARY

More information will 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 deliberation regarding employment and duties of all positions within the Hays County Recycling and Solid Waste Department. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

N/A

#### 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

Summary to be provided in Executive Session

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located at 111 E. San Antonio Street, San Marcos in Pct.1. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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

BECERRA

#### SUMMARY

Summary to be provided in Executive Session.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 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

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 deliberation regarding employment and duties of all positions within the Hays County Transportation Department. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

May 24, 2022

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry H. Borcharding/Aaron Jones

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session