

**Commissioners Court -- AUGUST 2, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **AUGUST 2, 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E.

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 .

F.

PRESENTATIONS & PROCLAMATIONS
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1. Adopt a Proclamation Commemorating the 175th Anniversary of the First United Methodist Church of San Marcos. **INGALSBE/SHELL**
2. Adopt a Proclamation declaring August 2022 as National Immunization Awareness Month. **INGALSBE**
3. Adopt a Proclamation declaring August 14, 2022 Jimmy and Linda Parker Day. **BECERRA**
4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays-Caldwell Women's Shelter. **JONES/SMITH**
5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the San Marcos Hays County EMS. **INGALSBE**

G.

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.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **VILLARREAL-ALONZO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Authorize payment to Salon Estrella for a venue rental used by the Local Health Department in the amount of \$975.00 in which no purchase order was issued as required per the Hays County Purchasing Policy.
INGALSBE/T. CRUMLEY
5. Approve Utility Permits. **INGALSBE/JONES/BORCHERDING**

6. Authorize payment to On Site Services in the amount of \$500.00 for the Transportation Department related to mandatory quarterly, random Department of Transportation (DOT) drug screenings in which no purchase order was issued as required per the Hays County Purchasing Policy. **JONES/BORCHERDING**
7. Authorize an amendment to the FY22 Statewide Automated Victim Notification Service (SAVNS) grant contract through the Office of the Attorney General related to a change in vendor name. **BECERRA/T. CRUMLEY**
8. Authorize the County Judge to execute a First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services. **INGALSBE/CUTLER**
9. Authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 4 building in the amount of \$800.00 and execute the updated systems monitoring agreement and amend the budget accordingly. **SMITH / T. CRUMLEY**
10. Approve the rejection of all bids related to IFB 2022-B09 RM 12 at RM 3237 Intersection. **SMITH/BORCHERDING**
11. Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction, but do not sell, in accordance with 263.152 (a) (3) (4). **BECERRA/VILLARREAL-ALONZO**
12. Authorize the execution of the FY 2023 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS) services to be provided by the County with no County matching funds required. **BECERRA/PACHECO**
13. Receive and Ratify the finalized Parks Bond Agreements: Interlocal Agreement between the City of Dripping Springs, Texas; Hays County, Texas; Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation for the Construction of Dripping Springs Regional Skate Park, to be constructed at The Founders Memorial Park, a Public Property owned by the City of Dripping Springs, Texas; Interlocal Agreement between the City of Kyle, Texas and Hays County, Texas for the Improvement of Park Facilities at Sites owned by the City of Kyle, Texas; Roadway Maintenance and Easement Agreement-Sentinel Peak; and Agreement between Patriots' Hall of Dripping Springs, Texas and Hays County, Texas for the Improvement of Property Dedicated for the Benefit of Military Veterans and the Public and amend the budget accordingly. **JONES/SMITH**
14. Authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and the Wimberley Independent School District related to the addition of two (2) additional School Resource Officers. **SHELL/CUTLER**
15. Authorize payment to Truck City Ford in the amount of \$2,092.35 for the Constable, Precinct 3 Office related to battery and A/C compressor replacement on a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly. **SHELL/MONTAGUE**
16. Discussion and possible action to authorize the County Judge to execute an Application for Eligibility to participate in the Texas Facilities Commission Federal Surplus Property Program **BECERRA/T. CRUMLEY**

H.

ACTION ITEMS

I.

ROADS

1. Hold a public hearing with possible action to establish 3-way stop locations on Flaming Cliff Road: at the intersection with Whisper Valley Drive (west end); at the intersection with Round Bluff Circle (private road); at the intersection with Whisper Valley Drive (east end). **SHELL/BORCHERDING**
2. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements for The Vineyard subd., Phase 2. **SHELL/BORCHERDING**

3. Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Vista Gardens Drive at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**
4. Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**
5. Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**
6. Discussion and possible action to accept Subdivision Improvements Performance Bond No. 0699738 for street and drainage improvements in the amount of \$806,832.65 for Crosswinds, Phase 4-A Subdivision. **INGALSBE/BORCHERDING**
7. Discussion and possible action to authorize the County Judge to execute Change Order No. 14 in the amount of \$50,775.24 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly. **SHELL/BORCHERDING**
8. Discussion and possible action to authorize the County Judge to execute Amendment #2 to an Advance Funding Agreement between Hays County and Texas Transportation Department (TxDOT) regarding the FM 621 Corridor Safety Improvements project. **INGALSBE/BORCHERDING**
9. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$100,000.00 to the Professional Services Agreement between Hays County and Garver, LLC for engineering design and support services for Drainage and Low Water Crossing Improvements at Bear Creek Pass in Precinct 4 project as part of the Road Bond Program. **SMITH/BORCHERDING**
10. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the Letter of Credit #SBP702741 in the amount of \$808,725.50, acceptance of the 2-year maintenance bond #4442353MNT-1 in the amount of \$97,283.82, and acceptance of the 1-year revegetation bond #4442353MNT-2 in the amount of \$72,930.70 for Parten Ranch subd., Phase 3. **SMITH/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1927-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Burnett Ranch, Section 1, Lot 11, Replat. **SHELL/PACHECO**
2. PLN-2003-NP; Rainbow Ranch, Lots 6A & 6B, Final. Discussion and possible action to approve the final plat. **SHELL/PACHECO**
3. PLN-1976-NP; Haydon Estates, Section 1. Discussion and possible action to approve the final plat. **SHELL/PACHECO**
4. PLN-1977-NP; Haydon Estates, Section 2. Discussion and possible action to approve the final plat. **SHELL/PACHECO**
5. PLN-1949-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Glenn H. Kothmann Properties Subdivision, Lot 39, Replat. **SHELL/PACHECO**

K.

MISCELLANEOUS

1. Discussion on status of salary study and approval of Management Advisory Group International, Inc. recommendations for salary study target markets. **INGALSBE/MILLER**
2. Discussion and possible action to renew coverage with United Healthcare for Health and Dental Employee and Retiree Insurance. **INGALSBE/SHELL/MILLER**

3. Discussion and possible action to authorize the County Judge to execute a Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources and amend the budget accordingly. **INGALSBE/SHELL**
4. Discussion and possible action to authorize the execution of an agreement with HDR Architecture, Inc. related to a long-term space needs assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**
5. Approve specifications for RFQ 2022-Q05 Auditing Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/VILLARREAL-ALONZO**
6. Discussion and possible action to authorize the Office of Emergency Services HazMat Division to purchase one Sensit HXG-3P LEL Meter with pump valued at \$1,047.86 and amend the budget accordingly. **BECERRA/MIKE JONES**
7. Discussion and possible action to authorize the Juvenile Detention Center to hire the Licensed Mental Health Counselor position, slot 9021-001 at the 75th percentile effective August 15, 2022. **INGALSBE/LITTLEJOHN**
8. Discussion and possible action regarding the FY 2023 budget including a presentation of the Budget Office recommended budget and selection of dates for budget workshops. **BECERRA/DORSETT**

L.

EXECUTIVE SESSIONS

The Commissioners Court will announce that 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.

1. 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 Office of Emergency Services. Possible discussion and/or action may follow in open court. **BECERRA/JONES**
2. 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. **BECERRA**
3. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Shamrock. Possible action may follow in open court. **INGALSBE**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**
5. 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 FM 621 in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**
6. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima subdivision(s). Possible action may follow in open court. **SHELL**

M.

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.

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

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

N. ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 29th day of July, 2022
COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

CLERK OF THE COURT

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation Commemorating the 175th Anniversary of the First United Methodist Church of San Marcos.

INGALSBE/SHELL

Summary

Attached: Proclamation

Attachments

Proclamation -UMC 175th Anniversary



**PROCLAMATION COMMEMORATING THE 175th ANNIVERSARY OF THE
FIRST UNITED METHODIST CHURCH OF SAN MARCOS**

STATE OF TEXAS

§

COUNTY OF HAYS

§

WHEREAS, The First United Methodist Church of San Marcos, Texas is commemorating its 175th church anniversary on August 7, 2022, and communities and congregations from all over are coming together to help celebrate this marvelous event; and

WHEREAS, in 1847, God gave a group of dynamic pioneers, under the guidance of circuit rider Reverend AF Kerr, a vision to establish a place of worship; being the Methodist Episcopal Church of San Marcos. The place of this event, the cabin of the Pitts family, was honored by a historical marker in 1972; and

WHEREAS, the growing congregation moved to a larger community building in 1849. The site is honored by a historical marker on Moon Drive; and

WHEREAS, in 1855, a wood two story building was built at the present-day church site and several denominations worshiped in the building. The building was destroyed by fire in 1868; and

WHEREAS, in 1872, a beautiful red brick building was constructed on the same site. At that time, the Methodist church was the only church holding services every Sunday; and

WHEREAS, in 1893, the present Sanctuary was completed and dedicated to God during the ministry of J.M. Alexander. The stone step located by the Fredricksburg entrance memorializes the date along with a historical marker.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby commemorate the

175th Anniversary of the First United Methodist Church of San Marcos

And calls upon the people of Hays County to join together to celebrate this momentous anniversary of the First United Methodist Church of San Marcos.

ADOPTED THIS THE 2nd DAY OF AUGUST 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

Date: 08/02/2022

Requested By:

T.Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring August 2022 as National Immunization Awareness Month. **INGALSBE**

Summary

Attachments

Proclamation -Nat'l Immunization Awareness



**PROCLAMATION DECLARING AUGUST 2022 AS
NATIONAL IMMUNIZATION AWARENESS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, every year children, adolescents and adults continue to die from vaccine-preventable diseases or their complication; and

WHEREAS, the burden of vaccine-preventable disease occurs in Texas among people of all cultures, races and societal groups; and

WHEREAS, safe and effective vaccines are readily available to protect against disease, disability and death from communicable diseases. These diseases include diphtheria, hepatitis A, hepatitis B, HPV, influenza, measles, meningitis, mumps, pertussis, pneumococcal disease, polio, rubella, tetanus, varicella and COVID-19; and

WHEREAS, every August, the National Immunization Awareness Month campaign is devoted to increasing public knowledge, acceptance and use of vaccines to protect all people against serious, life-threatening diseases; and

WHEREAS, the annual observance of National Immunization Awareness Month is intended to increase awareness and understanding of vaccine-preventable diseases and their prevention at local, state and national levels.

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners Court does hereby proclaim the month of August 2022 as:

NATIONAL IMMUNIZATION AWARENESS MONTH

in Hays County and urges all Hays County residents to make sure to stay up to date on their immunizations.

ADOPTED THIS THE 2nd DAY OF AUGUST 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation declaring August 14, 2022 Jimmy and Linda Parker Day. **BECERRA**

Summary

To be sent separately to the Court.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor:

Commissioner Jones

Co-Sponsor:

Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays-Caldwell Women's Shelter. JONES/SMITH

Summary

Attachments

Womens Shelter PW
Grant Agreement



HCTX102_Hays-Caldwell Women's Shelter

HAYS COUNTY ARPA SLFRF PROJECT

HCTX102_Hays-Caldwell Women's Shelter

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1 HAYS-CALDWELL WOMEN'S CENTER OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The Hays-Caldwell Women's Center's (HCWC) is a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from a governmental unit or from the general public. They provide shelter and advocacy programs for victims of family violence, sexual assault, and child abuse.

After almost four years of planning and preparation, HCWC broke ground virtually on April 17, 2020,¹ for construction of a transitional housing project. The goal of the 18 apartment unit project is to give victims of domestic abuse and their families the opportunity to receive temporary shelter. The HCWC provides emergency shelter designed to be used for about 30 days. In comparison, the newly constructed transitional housing complex provides victims housing for 12-24 months as they seek employment for a permanent place to live.

Much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. HCWC's transitional housing project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.²³

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 39.2% higher⁴ in March 2022, continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 1: Producer Price Index, March 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	2.9%	24.4%	39.1%
Inputs to Nonresidential Construction	2.8%	25.0%	39.2%
Plumbing Fixtures and Fittings	0.5%	6.8%	9.0%
Fabricated Structural Metal Products	0.4%	36.0%	49.6%
Iron and Steel	1.4%	36.0%	90.1%
Steel Mill Products	-4.9%	42.9%	103.1%
Nonferrous Wire and Cable	4.4%	26.3%	48.1%
Softwood Lumber	7.6%	22.9%	136.2%
Concrete Products	0.2%	9.9%	12.8%
Prepared Asphalt, Tar Roofing & Siding Products	1.6%	22.6%	29.2%
Crude Petroleum	7.2%	62.2%	101.7%
Natural Gas	-30.1%	62.9%	201.2%
Unprocessed Energy Materials	-11.2%	58.7%	116.4%

Source: U.S. Bureau of Labor Statistics

¹ HCWC FY 2020 Annual Report

² Labor And Materials Might Constrain Remodeling Growth, But the Pandemic Is Only Part Of The Story | JCHS of Harvard University

³ Marcum Commercial Construction Index Issue 38 | Fourth Quarter 2021

⁴ Construction Input Prices Up 3% in March, 24% Year Over Year, Says ABC | Associated Builders and Contractors

In addition to the construction input price increases, demonstrated domestic violence has also risen worldwide over the course of the pandemic.⁵ The pandemic exacerbated the impact of domestic violence, sexual assault, and human trafficking. This has been felt directly by HCWC as their safe shelter nights have increased 54% over the past year.

All these factors have resulted in the HCWC's transitional housing project being delayed beyond its December 15, 2021, substantial completion date, running over budget, and being under designed for the need HCWC is seeing.

The original cost of the HCWC contract when executed in April of 2020 was \$4,198,280. Final construction cost increased \$275,112 and a security system adding 24-hour protection to the victims of domestic violence cost and additional \$118,721. Further, the increase in domestic violence has yielded the need for more rooms to accommodate the increase in safe shelter nights at HCWC. The cost to build out the extra space is estimated at \$250,000.

Exacerbating this financial hardship has been a decrease in revenue due to the pandemic. While the grant revenue for HCWC increased from 2019 to 2020 this was because the federal government issued specific COVID-19 related grants to support the increased operating expenses for personal protective equipment and building disinfection. These funds could not be used for normal operating working capital uses. Removing the grants revenue entirely HCWC saw 6% drop in revenue from 2019 to 2020 and this decline persisted into 2021 and potentially 2022.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate HCWC's financial hardship from the increased costs and revenue loss. Through a grant of \$644,000 to HCWC they will be able to:

- Recover the increased cost of their construction project and security system; and
- Build additional emergency housing for domestic abuse victims; and
- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501 (c)(3)s or (19)s, as an eligible use in which recipients could be considered Decreased revenue (e.g., from donations and fees) and Increased costs (e.g., uncompensated increases in service need) as impacts of the pandemic. Also enumerated as an eligible use is emergency housing assistance and other needs that can be used to support survivors of domestic violence, sexual assault, or human trafficking. The total expected capital expenditure of the additional rooms is under \$1 million.

1.3 PROGRAM SUMMARY

HCWC submitted an application for grant funds to Hays County. The applicant provided Form 990 for 2020 to support the eligibility of HCWC as a beneficiary. Documentation supporting the pandemic induced increase in the final cost of the HCWC shelter are change orders and estimates for the security system. An estimate for the construction of additional rooms was provided. Audited financial

⁵ Amanda Taub, A New Covid-19 Crisis: Domestic Abuse Rises Worldwide, New York Times (April 6, 2020),

statements were provided to demonstrate a decrease in revenue. A cost analysis of the price increase, new construction, and decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined HCWC can demonstrate a pandemic related need up to \$650,960. HCWC award is \$644,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices are 39.2% higher.

HCWC's Change Orders (CO) 1 through 7 can be measured against this index, while CO 8 was for 100% of the cost increase. This yields a total amount of \$127,596.54 that can be directly attributed to a pandemic economic harm.

COs 1 -7	\$242,623.83	X	39.2% =	\$95,108.54
CO 8	\$32,488.00	X	100% =	\$32,488.00
Total				\$127,596.54

Likewise, the cost for the Security System can be supported by applying the 39.9% index against the \$18,721.00 for a yield of \$46,538.63 that can be directly attributed to a pandemic economic harm.

Security	\$118,721.00	X	39.2% =	\$46,538.63
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The shelter experienced a 54% increase in safe shelter nights from the previous year with their 10-bedroom facility often at or beyond capacity. The total construction cost for the 18-apartment unit shelter was \$4,440,904.03 or \$246,716.89 per unit. Using this as a comparison against the \$250,000 estimate for the additional 4 bedrooms and bathrooms for the shelter we can demonstrate that the cost is reasonable. As the addition of 4 bedrooms and bathrooms is directly related to the pandemic's increase in domestic violence the entirety of the \$250,000 is proportionate to the harm caused by the public health emergency.

18 Units	\$4,440,904.03	/	18 =	\$246,716.89
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Finally, HCWC is a 501(c)(3) Public Charity that that normally receives a substantial part of its support from a governmental unit or from the general public. Due to the pandemic HCWC saw a reduction in its non-grant related revenue for Fiscal Year 2020. The grant portion of their revenue did increase but this was due to specific COVID-19 related grants to support the increased operating expenses for personal protective equipment and building disinfection. These funds could not be used for normal operating working capital uses.

HCWC Revenue Loss with Grant Revenue		
	2019	2020
Grants	2,467,894	3,095,853
Fundraising Events	1,482,534	1,472,118
Contributions	391,441	328,953
Non-Cash Donations	203,350	161,231
Contributed Services	-	57,025
Other Income	100,410	44,825
Non-Cash Donations: Leasehold Improvements	-	39,317
Grand Total	4,645,629	5,160,005
		514,376
		10%
Projected Growth		4,887,202
Revenue Loss		272,803

Removing the grants revenue entirely we can see that there was 6% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35 used to count projected annual growth in accordance with the US Treasury's revenue loss calculation HCWC's loss of revenue is \$226,825 for Fiscal Year 2020.

HCWC Revenue Loss with Grant Revenue		
	2019	2020
Grants	-	-
Fundraising Events	1,482,534	1,472,118
Contributions	391,441	328,953
Non-Cash Donations	203,350	161,231
Contributed Services	-	57,025
Other Income	100,410	44,825
Non-Cash Donations: Leasehold Improvements	-	39,317
Grand Total	2,177,735	2,064,152
		(113,583)
		-6%
Projected Growth		2,290,977
Revenue Loss		(226,825)

Combining both the increased costs and the loss of non-grant related revenue incurred by HCWC due to the pandemic we get a total of \$650,960 in economic harm.

3 ELIGIBILITY

3.1 FINAL RULE⁶

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue (e.g., from donations and fees)
- Increased costs (e.g., uncompensated increases in service need)
- Capacity to weather financial hardship

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

“Throughout the final rule, enumerated eligible uses should respond to an identified impact of the COVID-19 public health emergency in a reasonably proportional manner to the extent and type of harm experienced. Many of the enumerated eligible uses – like behavioral health services, services to improve employment opportunities, and services to address educational disparities in disproportionately impacted communities – that respond to the public health and negative economic impacts of the pandemic may also have benefits for reducing crime or aiding victims of crime. For example, the pandemic exacerbated the impact of domestic violence, sexual assault, and human trafficking; enumerated eligible uses like emergency housing assistance, cash assistance, or assistance with food, childcare, and other needs could be used to support survivors of domestic violence, sexual assault, or human trafficking who experienced public health or economic impacts due to the pandemic.”⁷

3.1.2 Capital Expenditure

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements. Community violence intervention programs, including emergency housing needs are an enumerated use under the Final Rule

⁶ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

⁷ Final Rule Supplementary Information: II. Eligible Uses, A. Public Health and Negative Economic Impacts, 2. Public Health, d. Preventing and Responding to Violence



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	HAYS-CALDWELL WOMEN'S CENTER		
<u>Address</u>	PO BOX 234		
<u>City</u>	SAN MARCOS	<u>State</u>	TX
<u>Zip Code</u>	78667-0234		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512) 396-3404		
<u>Point of Contact</u>	MICHELLE DUCOTE		
<u>Title</u>	DIRECTOR OF OPERATIONS		
<u>DUNS or EIN Number</u>	74-2020505		
<u>Amount Requested</u>	\$644,000.00		

Eligibility

1 <u>Is the Organization a 501(c)(3) or 501(c)(19)?</u>	<u>Yes</u>
2 <u>Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?</u>	<u>Yes</u>
3 <u>Is the Organization currently in operation?</u>	<u>Yes</u>
4 <u>What is the Period of Performance for this grant?</u>	<u>March 3, 2021 through December 31, 2024</u>
5 <u>Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?</u>	<u>No</u>
6 <u>Has any federal, state, or local funding been received for this service or program?</u>	<u>Yes (see attached list)</u>



HAYS COUNTY

6a If yes to 6, provide information including: See attached list

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	X
IRS Determination Letter	
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	X
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:	Statement of 54% increase in safe shelter nights over prior year
----------	--

10 Documents showing decreased revenue:

Financial Statements	X
Other	

Specify:



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials MD

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials MD

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials MD

M. Ducote

Signature

Michelle Ducote

Print Name

Chief Operating Officer

Title

07/11/2022

Date

6.a Federal, State, or local funding received for the Transitional Housing Construction & Program

Hays County - \$600,000 – Capital Grant for Construction of TH Facility

Pmt. 1 1/2021

Pmt. 2 1/2022

City of San Marcos - \$400,000 – Capital Funding for Construction of TH Facility

Pmt. 1 10/2020

Pmt. 2 9/2021

Pmt. 3 4/2021

City of San Marcos/ HSAB Funds - \$93,510 – Human Services Advisory Board Funding for Construction of Playground & Sport Court at Transitional Housing

Pmt. 1 1/2022

Pmt. 2 4/2022

Pmt. 3 – due after completion of playground

Burdine Johnson Foundation - \$105,000 – Capital Grant for Construction of TH Facility

Pmt. 1 3/2018

Pmt. 2 3/2019

Pmt. 3 3/2020

St. David's Foundation - \$275,000 Capital Grant for TH Facility

Pmt. 1 10/2020

Pmt. 2 2/2021

Pmt. 3 4/2022

Glimmer of Hope Foundation - \$25,000 – Operating Grant for Programs & Staffing at TH

Pmt. 1 5/2022

Pmt. 2 – in 2023

Austin Community Foundation/ Women's Fund -- \$45,000 – Operating Grant for Programs & Staffing at TH

Pmt. 1 6/2022

Pmt. 2 – in 2023



7800 IH 10 West, Suite 505 ▪ San Antonio, TX 78230

HAYS-CALDWELL WOMEN'S CENTER
PO BOX 234
SAN MARCOS, TX 78667-0234
ATTENTION: MICHELLE DUCOTE

DEAR MICHELLE:

ENCLOSED IS THE ORGANIZATION'S 2019 EXEMPT ORGANIZATION RETURN.

SPECIFIC FILING INSTRUCTIONS ARE AS FOLLOWS.

FORM 990 RETURN:

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-EO TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS.

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAX AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

A COPY OF THE RETURN IS ENCLOSED FOR YOUR FILES.

VERY TRULY YOURS,

RANDY L. WALKER, CPA

EXTENDED TO AUGUST 16, 2021

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2019

Open to Public Inspection

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2019 calendar year, or tax year beginning OCT 1, 2019 and ending SEP 30, 2020

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization HAYS-CALDWELL WOMEN'S CENTER		D Employer identification number 74-2020505
	Doing business as		E Telephone number (512) 396-3404
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
	PO BOX 234		
	City or town, state or province, country, and ZIP or foreign postal code SAN MARCOS, TX 78667-0234		G Gross receipts \$ 5,193,545.
F Name and address of principal officer: MARLA R JOHNSON SAME AS C ABOVE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: WWW.HCWC.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 1978	M State of legal domicile: TX

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: SHELTER AND ADVOCACY PROGRAMS FOR VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT AND CHILD ABUSE.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	19
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	19
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	62
	6 Total number of volunteers (estimate if necessary)	6	417
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 39	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 4,626,750.	Current Year 5,104,065.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	30,253.	30,633.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	18,879.	38,232.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,675,882.	5,172,930.
	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	162,023.	180,271.
Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	2,639,347.	2,947,992.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	253,531.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	733,980.	599,808.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,535,350.	3,728,071.
	19 Revenue less expenses. Subtract line 18 from line 12	1,140,532.	1,444,859.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 5,461,456.	End of Year 7,416,907.
	21 Total liabilities (Part X, line 26)	85,745.	496,337.
	22 Net assets or fund balances. Subtract line 21 from line 20	5,375,711.	6,920,570.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date		
	MARLA R JOHNSON, EXECUTIVE DIRECTOR				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	RANDY L. WALKER, CPA				P00963779
Preparer Use Only	Firm's name	Firm's EIN			
	RANDY WALKER & CO	20-3992693			
Preparer Use Only	Firm's address	Phone no.			
	7800 IH 10 WEST, STE. 505 SAN ANTONIO, TX 78230	210-366-9430			

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐**1** Briefly describe the organization's mission:**SHELTER AND ADVOCACY PROGRAMS FOR VICTIMS OF FAMILY VIOLENCE, SEXUAL ASSAULT AND CHILD ABUSE.****2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **1,812,232.** including grants of \$ **180,271.**) (Revenue \$)
PROVIDE ASSISTANCE, COUNSELING, TEMPORARY HOUSING FOR VICTIMS OF FAMILY VIOLENCE. 836 VICTIMS OF FAMILY VIOLENCE SERVED IN FY 2020 INCLUDING 5,105 NIGHTS OF SHELTER TO 209 VICTIMS AND 665 PROVIDED NON-RESIDENTIAL SERVICES. (SOME PEOPLE WERE SERVED IN BOTH PROGRAMS.)

4b (Code:) (Expenses \$ **473,338.** including grants of \$) (Revenue \$)
PROVIDE ASSISTANCE AND COUNSELING FOR VICTIMS OF SEXUAL ASSAULT. 693 VICTIMS WERE SERVED IN FY 2020 AND WE RESPONDED TO 112 CALLS AT AREA HOSPITALS TO SUPPORT VICTIMS DURING A SEXUAL ASSAULT FORENSIC EXAM.

4c (Code:) (Expenses \$ **630,098.** including grants of \$) (Revenue \$)
PROVIDE FORENSIC INTERVIEWS, ASSISTANCE AND COUNSELING FOR VICTIMS OF CHILD ABUSE. 550 CHILDREN AND 412 NON-OFFENDING ADULT FAMILY MEMBERS WERE SERVED IN FY 2020. 500 FORENSIC INTERVIEWS WERE PROVIDED AND 33 ON-SITE SAFE EXAMS WERE PERFORMED.

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **2,915,668.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4 X	
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18 X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22 X	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29 X	
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	38 X	

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a 3	
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b 0	
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	62
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b If "Yes," enter the name of the foreign country		
See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?	13a	
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15	X
If "Yes," see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16	X
If "Yes," complete Form 4720, Schedule O.		

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒
Section A. Governing Body and Management

	1a	1b	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	19			
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b Enter the number of voting members included on line 1a, above, who are independent		19		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?				X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?				X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?				X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?				X
6 Did the organization have members or stockholders?			X	
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			X	
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?				X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			X	
b Each committee with authority to act on behalf of the governing body?			X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O				X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13 Did the organization have a written whistleblower policy?	X	
14 Did the organization have a written document retention and destruction policy?	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	X	
b Other officers or key employees of the organization		X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☒ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **THE ORGANIZATION - (512) 396-3404**
PO BOX 234, SAN MARCOS, TX 78667-0234

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BRIAN ERSKINE MEMBER	1.00	X						0.	0.	0.
(2) GABRIEL GARZA MEMBER	1.00	X						0.	0.	0.
(3) MICHELE HAWTHORNE MEMBER	1.00	X						0.	0.	0.
(4) KAREN LAIRSEN JONES MEMBER	1.00	X						0.	0.	0.
(5) CAROLYN LINER MEMBER	1.00	X						0.	0.	0.
(6) ALICE LOCHMAN MEMBER	1.00	X						0.	0.	0.
(7) MARSHA M MOORE MEMBER	1.00	X						0.	0.	0.
(8) DANETTE MYERS MEMBER	1.00	X						0.	0.	0.
(9) RYAN WHITE MEMBER	1.00	X						0.	0.	0.
(10) FRED WEBER CAC PARTNER AGENCY REP	1.00	X						0.	0.	0.
(11) CHASE STAPP CAC PARTNER AGENCY REP	1.00	X						0.	0.	0.
(12) CINDY MCCOY, M.ED., LPC EMERITUS	1.00	X						0.	0.	0.
(13) CATHY SUPPLE EMERITUS	1.00	X						0.	0.	0.
(14) KATIE MCVANEY PRESIDENT	1.00	X		X				0.	0.	0.
(15) SAMANTHA TUZO 1ST VICE PRESIDENT	1.00	X		X				0.	0.	0.
(16) BEVERLY ANDERSON 2ND VICE PRESIDENT	1.00	X		X				0.	0.	0.
(17) LAURA DUPONT PAST PRESIDENT	1.00	X		X				0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) PATSY LIAO TREASURER	1.00	X		X				0.	0.	0.
(19) KAROLYN TYBOR SECRETARY	1.00	X		X				0.	0.	0.
(20) MARLA JOHNSON EXECUTIVE DIRECTOR	40.00			X				127,315.	0.	9,326.
1b Subtotal								127,315.	0.	9,326.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								127,315.	0.	9,326.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual

	Yes	No
3		X
4		X
5		X

4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual

5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
CR&T BUILDERS 16085 HWY 123, SAN MARCOS, TX 78666	CONSTRUCTION OF TRANSITIONAL HOUSING	1,199,509.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **1**

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c	1,459,539.				
	d Related organizations	1d					
	e Government grants (contributions)	1e	2,780,257.				
	f All other contributions, gifts, grants, and similar amounts not included above ...	1f	864,269.				
	g Noncash contributions included in lines 1a-1f	1g	\$ 200,548.				
	h Total. Add lines 1a-1f						
Program Service Revenue			Business Code				
	2 a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)				30,633.		30,633.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	6a	(i) Real	(ii) Personal			
	b Less: rental expenses ...	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other			
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
8 a Gross income from fundraising events (not including \$ 1,459,539. of contributions reported on line 1c). See Part IV, line 18	8a						
		33,194.					
b Less: direct expenses	8b	20,615.					
c Net income or (loss) from fundraising events				12,579.		12,579.	
9 a Gross income from gaming activities. See Part IV, line 19	9a						
b Less: direct expenses	9b						
c Net income or (loss) from gaming activities							
10 a Gross sales of inventory, less returns and allowances	10a						
b Less: cost of goods sold	10b						
c Net income or (loss) from sales of inventory							
Miscellaneous Revenue	11 a RESTITUTION INCOME		Business Code				
			900099	25,653.	25,653.		
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			25,653.			
12 Total revenue. See instructions				5,172,930.	25,653.	0.	43,212.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	180,271.	180,271.		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	145,137.	109,555.	24,628.	10,954.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	2,377,140.	1,795,598.	402,891.	178,651.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	229,962.	171,904.	39,663.	18,395.
10 Payroll taxes	195,753.	150,419.	31,588.	13,746.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch. O.)	76,675.	66,862.	8,680.	1,133.
12 Advertising and promotion	3,772.	3,491.		281.
13 Office expenses	173,292.	164,309.	6,700.	2,283.
14 Information technology	9,056.	4,336.	4,343.	377.
15 Royalties				
16 Occupancy	43,184.	40,544.	1,941.	699.
17 Travel	18,474.	15,349.	2,200.	925.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	38,909.	37,182.	1,295.	432.
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	128,559.	102,847.	25,712.	
23 Insurance	45,813.	36,447.	6,797.	2,569.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a MAINTENANCE AND REPAIR	25,543.	21,796.	2,414.	1,333.
b OUTREACH	21,603.			21,603.
c FOOD	12,276.	12,106.	20.	150.
d TOWN AND TASK FORCE	2,652.	2,652.		
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	3,728,071.	2,915,668.	558,872.	253,531.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ if following SOP 98-2 (ASC 958-720)

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	298,856.	1	476,898.
	2 Savings and temporary cash investments	2,295,642.	2	2,646,376.
	3 Pledges and grants receivable, net	851,954.	3	1,469,679.
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	52,624.	8	33,584.
	9 Prepaid expenses and deferred charges	30,960.	9	32,842.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 5,078,905.		
	b Less: accumulated depreciation	10b 2,321,377.	10c	2,757,528.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	5,461,456.	16	7,416,907.	
Liabilities	17 Accounts payable and accrued expenses	85,745.	17	300,989.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0.	25	195,348.
	26 Total liabilities. Add lines 17 through 25	85,745.	26	496,337.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	2,501,263.	27	3,360,362.
	28 Net assets with donor restrictions	2,874,448.	28	3,560,208.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	5,375,711.	32	6,920,570.
	33 Total liabilities and net assets/fund balances	5,461,456.	33	7,416,907.

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Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☒

1	Total revenue (must equal Part VIII, column (A), line 12)	1	5,172,930.
2	Total expenses (must equal Part IX, column (A), line 25)	2	3,728,071.
3	Revenue less expenses. Subtract line 2 from line 1	3	1,444,859.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	5,375,711.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	100,000.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	6,920,570.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☒

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		<input checked="" type="checkbox"/>
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<input checked="" type="checkbox"/>	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	<input checked="" type="checkbox"/>	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	<input checked="" type="checkbox"/>	
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	<input checked="" type="checkbox"/>	

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Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	2743227.	3795738.	3948740.	4626750.	5104065.	20218520.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	2743227.	3795738.	3948740.	4626750.	5104065.	20218520.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						183,208.
6 Public support. Subtract line 5 from line 4.						20035312.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	2743227.	3795738.	3948740.	4626750.	5104065.	20218520.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,613.	507.	53,475.	30,253.	30,633.	116,481.
9 Net income from unrelated business activities, whether or not the business is regularly carried on			1,368.	3,352.	12,579.	17,299.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)			26,338.	15,527.	25,653.	67,518.
11 Total support. Add lines 7 through 10						20419818.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	98.12	%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	98.42	%
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input checked="" type="checkbox"/>
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization			<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions			<input type="checkbox"/>

Schedule A (Form 990 or 990-EZ) 2019

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2019

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.
(See instructions.)

SCHEDULE A, PART II, LINE 10, EXPLANATION FOR OTHER INCOME:**RESTITUTION INCOME**

2017 AMOUNT: \$ 26,338.

2018 AMOUNT: \$ 15,527.

2019 AMOUNT: \$ 25,653.

Schedule B(Form 990, 990-EZ,
or 990-PF)Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

Organization type (check one):

Filers of:**Section:**

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation☐ 501(c)(3) taxable private foundationCheck if your organization is covered by the **General Rule** or a **Special Rule**.**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.**General Rule**

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization	Employer identification number
HAYS-CALDWELL WOMEN'S CENTER	74-2020505

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DEPARTMENT PO BOX 12428 AUSTIN, TX 78711	\$ 1,077,195.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	EMMETT AND MIRIAM MCCOY FOUNDATION PO BOX 1424 SAN MARCOS, TX 78667	\$ 500,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	CHILDREN'S ADVOCACY CENTERS OF TEXAS - VOCA 1501 WEST ANDERSON LANE BLDG B-1 AUSTIN, TX 78757	\$ 460,188.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	TEXAS HEALTH AND HUMAN SERVICE COMMISSIONS PO BOX 13247 AUSTIN, TX 78711	\$ 327,092.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	ST. DAVID'S FOUNDATION 811 BARTON SPRINGS RD STE 600 AUSTIN, TX 78704	\$ 292,804.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	CHILDREN'S ADVOCACY CENTERS OF TEXAS 1501 WEST ANDERSON LANE BLDG B-1 AUSTIN, TX 78757	\$ 252,907.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
HAYS-CALDWELL WOMEN'S CENTER	74-2020505

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	CITY OF SAN MARCOS 630 E HOPKINS ST SAN MARCOS, TX 78666	\$ 213,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	OFFICE OF THE ATTORNEY GENERAL - STATE PO BOX 12548 MC 003 AUSTIN, TX 78711	\$ 146,979.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	OFFICE OF THE ATTORNEY GENERAL - FEDERAL PO BOX 12548 MC 003 AUSTIN, TX 78711	\$ 92,775.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
			Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

HAYS-CALDWELL WOMEN ' S CENTER

74-2020505

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

Employer identification number

HAYS-CALDWELL WOMEN ' S CENTER**74-2020505****Part III**

Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of **\$1,000 or less** for the year. (Enter this info. once.) ▶ \$ _____

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE C
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527
▶ **Complete if the organization is described below.** ▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2019

**Open to Public
Inspection**

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (see separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (see separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.

2 Political campaign activity expenditures ▶ \$

3 Volunteer hours for political campaign activities

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 ▶ \$

2 Enter the amount of any excise tax incurred by organization managers under section 4955 ▶ \$

3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ Yes ☐ No

4a Was a correction made? ☐ Yes ☐ No

b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ▶ \$

2 Enter the amount of the filing organization's funds contributed to other organizations for section 527
exempt function activities ▶ \$

3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL,
line 17b ▶ \$

4 Did the filing organization file **Form 1120-POL** for this year? ☐ Yes ☐ No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-.	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule C (Form 990 or 990-EZ) 2019

LHA

932041 11-26-19

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

- A** Check ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).
- B** Check ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Filing organization's totals	(b) Affiliated group totals												
1a Total lobbying expenditures to influence public opinion (grassroots lobbying)															
b Total lobbying expenditures to influence a legislative body (direct lobbying)															
c Total lobbying expenditures (add lines 1a and 1b)		0.													
d Other exempt purpose expenditures															
e Total exempt purpose expenditures (add lines 1c and 1d)		0.													
f Lobbying nontaxable amount. Enter the amount from the following table in both columns.		0.													
<table border="1"> <thead> <tr> <th>If the amount on line 1e, column (a) or (b) is:</th> <th>The lobbying nontaxable amount is:</th> </tr> </thead> <tbody> <tr> <td>Not over \$500,000</td> <td>20% of the amount on line 1e.</td> </tr> <tr> <td>Over \$500,000 but not over \$1,000,000</td> <td>\$100,000 plus 15% of the excess over \$500,000.</td> </tr> <tr> <td>Over \$1,000,000 but not over \$1,500,000</td> <td>\$175,000 plus 10% of the excess over \$1,000,000.</td> </tr> <tr> <td>Over \$1,500,000 but not over \$17,000,000</td> <td>\$225,000 plus 5% of the excess over \$1,500,000.</td> </tr> <tr> <td>Over \$17,000,000</td> <td>\$1,000,000.</td> </tr> </tbody> </table>	If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:	Not over \$500,000	20% of the amount on line 1e.	Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.	Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.	Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.	Over \$17,000,000	\$1,000,000.			
If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:														
Not over \$500,000	20% of the amount on line 1e.														
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.														
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.														
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.														
Over \$17,000,000	\$1,000,000.														
g Grassroots nontaxable amount (enter 25% of line 1f)		0.													
h Subtract line 1g from line 1a. If zero or less, enter -0-															
i Subtract line 1f from line 1c. If zero or less, enter -0-															
j If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?			<input type="checkbox"/> Yes <input type="checkbox"/> No												

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below.

See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period					
Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) Total
2a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column(e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

Schedule C (Form 990 or 990-EZ) 2019

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes" response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.

	(a)		(b)
	Yes	No	Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

	Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?		
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?		
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?		

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No" OR (b) Part III-A, line 3, is answered "Yes."

1 Dues, assessments and similar amounts from members	1	
2 Section 162(e) nondeductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).		
a Current year	2a	
b Carryover from last year	2b	
c Total	2c	
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4	
5 Taxable amount of lobbying and political expenditures (see instructions)	5	

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (see instructions); and Part II-B, line 1. Also, complete this part for any additional information.

PART II-A, LINE 2 - FOUR-YEAR AVERAGING PERIOD UNDER CODE SEC. 501(H)

THE FIRST CODE SECTION 501(H) ELECTION WAS MADE FOR THE FISCAL YEAR-ENDED 9/30/2018. THE ORGANIZATION DID NOT HAVE ANY LOBBYING EXPENSES FOR THE YEARS ENDED 9/30/2020, 9/30/2019 OR 9/30/2018. THE CODE SECTION 501(H) ELECTION WAS NOT REVOKED.

SCHEDULE D
(Form 990)Department of the Treasury
Internal Revenue Service**Supplemental Financial Statements**▶ **Complete if the organization answered "Yes" on Form 990,**
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.▶ **Attach to Form 990.**▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2019**Open to Public
Inspection****Name of the organization**

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (for example, recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

▶ \$

(ii) Assets included in Form 990, Part X

▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

▶ \$

b Assets included in Form 990, Part X

▶ \$

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2019

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition

d ☐ Loan or exchange program

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ☐ _____ %

b Permanent endowment ☐ _____ %

c Term endowment ☐ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations

(ii) Related organizations

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ☐

	Yes	No
3a(i)		
3a(ii)		
3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		3,528,659.	1,920,354.	1,608,305.
c Leasehold improvements		271,141.	98,739.	172,402.
d Equipment				
e Other		1,279,105.	302,284.	976,821.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				2,757,528.

Schedule D (Form 990) 2019

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
1. (1) Federal income taxes	
(2) PPP LOAN PAYABLE	154,400.
(3) RETAINAGE PAYABLE	40,948.
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	195,348.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... ☐

Schedule D (Form 990) 2019

Part XI	Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
----------------	--

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	5,229,955.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	57,025.
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	57,025.
3	Subtract line 2e from line 1	3	5,172,930.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)	5	5,172,930.

Part XII	Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.			
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Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1 Total expenses and losses per audited financial statements			1	3,785,096.
2 Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a Donated services and use of facilities	2a	57,025.		
b Prior year adjustments	2b			
c Other losses	2c			
d Other (Describe in Part XIII.)	2d			
e Add lines 2a through 2d			2e	57,025.
3 Subtract line 2e from line 1			3	3,728,071.
4 Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b Other (Describe in Part XIII.)	4b			
c Add lines 4a and 4b	4c	0.		
5 Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)			5	3,728,071.

Part XIII	Supplemental Information.
------------------	----------------------------------

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		SPECIAL EVENTS		NONE	
		(event type)	(event type)	(total number)	
Revenue	1 Gross receipts	1,492,733.			1,492,733.
	2 Less: Contributions	1,459,539.			1,459,539.
	3 Gross income (line 1 minus line 2)	33,194.			33,194.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	20,615.			20,615.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				20,615.
	11 Net income summary. Subtract line 10 from line 3, column (d)				12,579.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____**a** Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No**b** If "No," explain: _____**10a** Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No**b** If "Yes," explain: _____

- 11** Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13** Indicate the percentage of gaming activity conducted in:
- | | | |
|--------------------------------------|------------|---|
| a The organization's facility | 13a | % |
| b An outside facility | 13b | % |
- 14** Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ☐ _____Address ☐ _____

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization ☐ \$ _____ and the amount of gaming revenue retained by the third party ☐ \$ _____

c If "Yes," enter name and address of the third party:

Name ☐ _____Address ☐ _____

- 16** Gaming manager information:

Name ☐ _____Gaming manager compensation ☐ \$ _____Description of services provided ☐ _____☐ Director/officer ☐ Employee ☐ Independent contractor

- 17** Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ☐ \$ _____

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE G, PART II, LINES 1 AND 2, COLUMN(A)

REVENUES INCLUDE FUNDS RELATED TO THE CAPITAL CAMPAIGN FOR THE PURPOSE OF BUILDING TRANSITIONAL HOUSING.

Part IV	Supplemental Information <i>(continued)</i>
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[illegible]

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for the latest information.**

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

Part I **General Information on Grants and Assistance**

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?

☒ **Yes**

☐ **No**

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II **Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table



3 Enter total number of other organizations listed in the line 1 table



LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.**

Schedule I (Form 990) (2019)

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
SHELTER ASSISTANCE	358	0.	180,271.	THRIFT STORE VALUE	CLOTHING AND HOUSEHOLD

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

IN-KIND DONATIONS ARE MADE AVAILABLE FOR ALL HCWC CLIENTS. THOSE DONATIONS THAT ARE STORED IN THE ORGANIZATION'S DONATION CENTER ARE MONITORED BY THE COMMUNITY DONATIONS MANAGER. THE DONATIONS MANAGER DOES NOT LOG EACH ITEM THAT A CLIENT TAKES/USES, BUT THE STAFF MEMBER(S) DO LOG THAT "EMERGENCY FINANCIAL" WAS PROVIDED TO THE CLIENT IF THEY "SHOP" IN THE DONATION CENTER, OR ARE GIVEN A DONATION. SOME IN-KIND DONATIONS ARE USED IN THE FAMILY VIOLENCE SHELTER (SUCH AS FOOD AND SUPPLIES). CONSUMPTION OF THOSE ITEMS ISN'T RECORDED PER CLIENT, BUT IF THE CLIENT "SHOPPED" IN THE

Part IV Supplemental Information

DONATION CENTER OR PICKED OUT A SPECIFIC DONATION, IT WOULD BE RECORDED ON THE SERVICE LOG AS "EMERGENCY FINANCIAL". THOSE SERVICE LOGS ARE TURNED IN MONTHLY TO THE ORGANIZATION'S DATA COORDINATOR WHO RECORDS ALL SERVICES PROVIDED TO ALL CLIENTS.

**SCHEDULE M
(Form 990)**

Department of the Treasury
Internal Revenue Service

Noncash Contributions

OMB No. 1545-0047

2019

Open to Public
Inspection

- ▶ **Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.**
▶ **Attach to Form 990.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

Name of the organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods	X		180,271.	WEIGHT/THRIFT STORE
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other ...				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ (.....				
26 Other ▶ (.....				
27 Other ▶ (.....				
28 Other ▶ (.....				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?

b If "Yes," describe the arrangement in Part II.

31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?

b If "Yes," describe in Part II.

33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31		X
32a		X
33		

LHA **For Paperwork Reduction Act Notice, see the Instructions for Form 990.**

Schedule M (Form 990) 2019

Schedule Part II

Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

SECTION 1.263(A)-1(F) DE MINIMIS SAFE HARBOR ELECTION

HAYS-CALDWELL WOMEN'S CENTER

PO BOX 234

SAN MARCOS, TX 78667-0234

EMPLOYER IDENTIFICATION NUMBER: 74-2020505

FOR THE YEAR ENDING SEPTEMBER 30, 2020

HAYS-CALDWELL WOMEN'S CENTER IS MAKING THE DE MINIMIS SAFE HARBOR

ELECTION UNDER REG. SEC. 1.263(A)-1(F).

FORM 990, PART VI, SECTION A, LINE 6:

ORGANIZATION HAS BOARD OF DIRECTORS MEMBERS THAT ARE ELECTED BY THE
GOVERNING BOARD ONCE A TERM EXPIRES OR BECOMES VACANT.

FORM 990, PART VI, SECTION A, LINE 7A:

MEMBERS OF THE GOVERNING BOARD ARE ELECTED BY MAJORITY VOTES OF THE
GOVERNING BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

ORGANIZATION'S AUDITOR AND THE E.D. PREPARE THE IRS FORM 990. E.D. PRESENTS
A DRAFT COPY TO THE GOVERNING BOARD FOR REVIEW AND APPROVAL.

FORM 990, PART VI, SECTION B, LINE 12C:

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

Name of the organization

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

ALL BOARD, MANAGEMENT, AND STAFF ARE AWARE OF THE CONFLICT OF INTEREST POLICY. SHOULD POTENTIAL CONFLICT ARISE, IT IS REVIEWED AND ADDRESSED.

FORM 990, PART VI, SECTION B, LINE 15A:

THE EXECUTIVE DIRECTOR IS EVALUATED ANNUALLY; ANY SALARY INCREASES ARE DETERMINED AND VOTED ON BY THE BOARD.

FORM 990, PART VI, SECTION C, LINE 19:

THE FORM 990 AND THE AUDITED FINANCIAL STATEMENTS ARE AVAILABLE ON THE ORGANIZATION'S WEBSITE. THE CONFLICT OF INTEREST POLICY AND GOVERNING DOCUMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART XI, LINE 8

DURING THE YEAR ENDED SEPTEMBER 30, 2020, A REVIEW OF REVENUE AND GRANTS RECEIVABLE REVEALED AN UNDERSTATEMENT OF \$100,000 IN REVENUE, GRANTS RECEIVABLE, AND NET ASSETS WITH DONOR RESTRICTIONS AS OF SEPTEMBER 30, 2019. CORRECTION OF THIS MISSTATEMENT RESULTED IN AN INCREASE OF \$100,000 IN REVENUE, GRANTS RECEIVABLE, AND NET ASSETS WITH DONOR RESTRICTIONS AT SEPTEMBER 30, 2019.

FORM 990, PART XII, LINE 2C

THE ORGANIZATION'S PROCESS FOR ASSUMING RESPONSIBILITY FOR OVERSIGHT OF THE AUDIT, REVIEW, OR COMPILATION OF ITS FINANCIAL STATEMENTS AND THE SELECTION OF AN INDEPENDENT AUDITOR HAVE NOT CHANGED FROM THE PRIOR YEAR.



7800 IH 10 West, Suite 505 ▪ San Antonio, TX 78230

PRIVACY POLICY

CPAS, LIKE ALL PROVIDERS OF PERSONAL FINANCIAL SERVICES, ARE NOW REQUIRED BY LAW TO INFORM THEIR CLIENTS OF THEIR POLICIES REGARDING PRIVACY OF CLIENT INFORMATION. CPAS HAVE BEEN AND CONTINUE TO BE BOUND BY PROFESSIONAL STANDARDS OF CONFIDENTIALITY THAT ARE EVEN MORE STRINGENT THAN THOSE REQUIRED BY LAW. THEREFORE, WE HAVE ALWAYS PROTECTED YOUR RIGHT TO PRIVACY.

TYPES OF NONPUBLIC PERSONAL INFORMATION WE COLLECT

WE COLLECT NONPUBLIC PERSONAL INFORMATION ABOUT YOU THAT IS EITHER PROVIDED TO US BY YOU OR OBTAINED BY US WITH YOUR AUTHORIZATION.

PARTIES TO WHOM WE DISCLOSE INFORMATION

FOR CURRENT AND FORMER CLIENTS, WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION OBTAINED IN THE COURSE OF OUR PRACTICE EXCEPT AS REQUIRED OR PERMITTED BY LAW. PERMITTED DISCLOSURES INCLUDE, FOR INSTANCE, PROVIDING INFORMATION TO OUR EMPLOYEES AND, IN LIMITED SITUATIONS, TO UNRELATED THIRD PARTIES WHO NEED TO KNOW THAT INFORMATION TO ASSIST US IN PROVIDING SERVICES TO YOU. IN ALL SUCH SITUATIONS, WE STRESS THE CONFIDENTIAL NATURE OF INFORMATION BEING SHARED.

PROTECTING THE CONFIDENTIALITY AND SECURITY OF CURRENT AND FORMER CLIENTS' INFORMATION

WE RETAIN RECORDS RELATING TO PROFESSIONAL SERVICES THAT WE PROVIDE SO THAT WE ARE BETTER ABLE TO ASSIST YOU WITH YOUR PROFESSIONAL NEEDS AND, IN SOME CASES, TO COMPLY WITH PROFESSIONAL GUIDELINES. IN ORDER TO GUARD YOUR NONPUBLIC PERSONAL INFORMATION, WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH OUR PROFESSIONAL STANDARDS.

PLEASE CALL IF YOU HAVE ANY QUESTIONS, BECAUSE YOUR PRIVACY, OUR PROFESSIONAL ETHICS, AND THE ABILITY TO PROVIDE YOU WITH QUALITY FINANCIAL SERVICES ARE VERY IMPORTANT TO US.

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Melissa Rodriguez, principal of Hays-Caldwell Women's Center ("Grantee"), located at PO BOX 234 San Marcos, TX 78667-0234 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$644,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF). As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Grantee with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used for any of Grantee's normal operating working capital uses. Working capital is the amount of capital, which is used in day-to-day operations, including but not limited to items such as: payroll, rent, inventory, utilities and interest on loans.

SECTION 3 – GRANTEE REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Grantee to support continued operations of Grantee's current Hays County business/non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Grantee acknowledges that the use of Grant funds can only be used for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Grantee is in full compliance with and not delinquent in payment of any taxation to which Grantee is subject, Grantee is a 501(c)(3) or a

501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of 7/14/2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Grantee fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the Covid-19 pandemic.

Grantee will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Grantee will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Grantee certifies that all of the following statements are true:*

- The business/non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Grantee is either:
 - A 501(c)(3); or
 - A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of 7/14/2022.
- The Grantee experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Grantee agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/non-profit entity.
- Grantee will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Grantee has not been suspended or debarred in connection with any federal procurement.
- Grantee is not actively pursuing a bankruptcy declaration.
- Grantee does not have any Federal, State or Local Tax Liens.
- Grantee is not any of the following:
 - K-12 School
 - College or university
 - Library
 - Government entity/agency
 - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Grantee certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.

- Grantee certifies that 54 employees were employed by the business/non-profit as of 7/14/2022.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

- A. Compliance with Laws: Grantee covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.
- B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
- C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Grantee made or taken before such termination.
- D. Defense and Indemnity: Grantee agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Grantee's performance or lack thereof hereunder.
- E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Grantee's creditors irrespective of status.
- F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.
- G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall be the [Venue] of Hays County.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Grantee without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Grantee's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Grantee understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Grantee as eligible and agreed to as a condition of accepting the Grant under this Agreement created July 14, 2022 through December 31, 2024.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

GRANTEE: Hays-Caldwell Women's Center

Owner Name: Melissa Rodriguez

Owner Title: Chief Executive Officer

SIGNATURE

DATE

[Name]

[Department]

[Title]

TYPED SIGNATURE

DATE



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the San Marcos Hays County EMS. INGALSBE

Summary

Attachments

EMS Ambulance PW
ARPA Grant Agreement



HCTX107_SMHC EMS Ambulances

HAYS COUNTY ARPA SLFRF PROJECT

HCTX107_ SMHC EMS Ambulances

1	EMS Ambulance Overview	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	3
1.3	Program Summary	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility.....	5
3.1	Final Rule.....	5
3.2	Capital Expenditure.....	5

1 SMHC EMS AMBULANCE OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

San Marcos Hays County EMS Inc. (SMHCEMS) was formed in 1983 as a 501(c)(3) non-profit public charity when the Hays Memorial Hospital stopped providing ambulance service in Hays County as a way to provide EMS and non-emergency transportation to the City of San Marcos and Hays County. Since, the service has expanded to include Kyle, Driftwood, Dripping Springs, Henly, and to portions of unincorporated Hays County. They also provide services in Guadalupe County, to the City of Staples, communities of Redwood and Zorn, along with unincorporated portions of the county around these areas.

The department currently operates 8 Advanced Life Support (ALS) ambulances (24/7) and 5 peak demand (12 hour) units. The call volume is approaching 15,000 per year with 9,000 transports in the year 2022.¹ The number of calls has been steadily rising since the beginning of the COVID-19 disaster declaration.

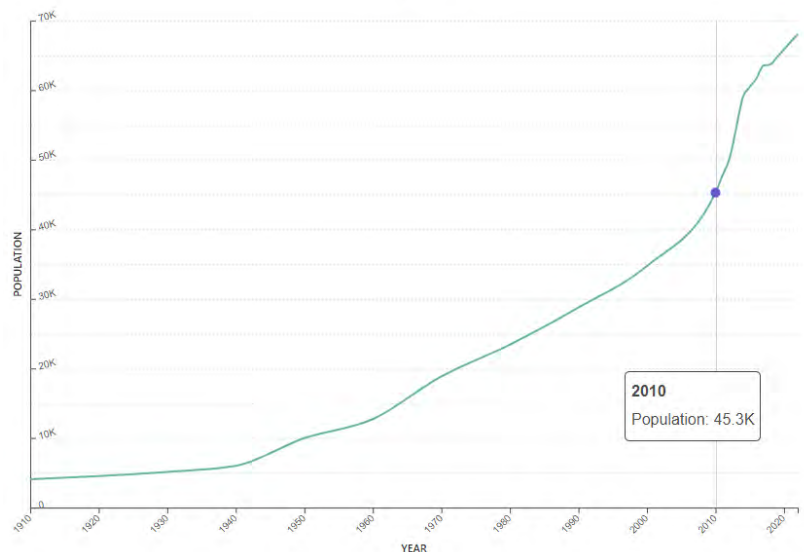
San Marcos has a 2020 population of 68,040 and is currently growing at a rate of 1.63% annually. Its population has increased by 50.31% since the most recent census, which recorded a population of 45,267 in 2010.² Of the 25 fastest growing counties in the United States in 2018, by change in population from 2010 to 2019, Hays County ranked number 2 at 46.5% growth.³

The denser the population, the more emergency calls you can expect in a compact area.⁴ Given the current growth trends the density of the SMHCEMS service region will continue to increase. Population density is an effective predictor of cumulative COVID-19 infection cases in the U.S. at the county level.⁵

Figure 1: San Marcos Population Growth

San Marcos, Texas Population 2022

68,040



During a large-scale disaster, the medical transportation assets required to transport the population of individuals with medical needs can become overwhelming.⁶ As the population of San Marcos and Hays continue to grow if another surge in COVID-19 infections or an outbreak of another infectious disease

¹ <http://smhcems.com/index.php/careers>

² <https://worldpopulationreview.com/us-cities/san-marcos-tx-population>

³ <https://www.statista.com/statistics/241711/fastest-growing-counties-in-the-us/>

⁴ <https://www.nvfc.org/factors-to-consider-for-fire-departments-thinking-about-providing-ambulance-service/>

⁵ Wong DWS, Li Y (2020) Spreading of COVID-19: Density matters. PLoS ONE 15(12):e0242398.

⁶ Texas Department of State Health Services Ambulance Utilization 2011

were to take place then the existing 8 ALS ambulances operated by SMHCEMS may not be adequate to respond and prevent further community spread.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the Public Health Emergency eligible use category COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment and ambulances. Hays County will mitigate against future pandemics by bolstering SMHCEMS ability to respond through the purchase of two ambulances with associated equipment. This will be achieved through a grant of \$796,795 to SMHCEMS.

The Final Rule enumerated eligible uses like COVID-19 prevention and treatment equipment, such as ventilators and ambulances. The total expected capital expenditure of the additional ambulances is under \$1 million.

1.3 PROGRAM SUMMARY

SMHCEMS submitted an application for grant funds to Hays County. The applicant provided Form 990 for 2019 to support the eligibility of SMHCEMS as a beneficiary. Documentation supporting the cost of the SMHCEMS ambulance purchase are estimates for the 14' Ambulance, vehicle radios, portable radios, traffic controls, and medical equipment. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined SMHCEMS can demonstrate a pandemic related need up to \$796,795. SMHCEMS's award is \$796,795.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

A single emergency vehicle could cost anywhere between \$120,000 and \$325,000.⁷ Available pricing on different makes and models of ambulances comports with this analysis. The base price of \$238,023.00 for the Frazer 14' Ambulance is reasonable.

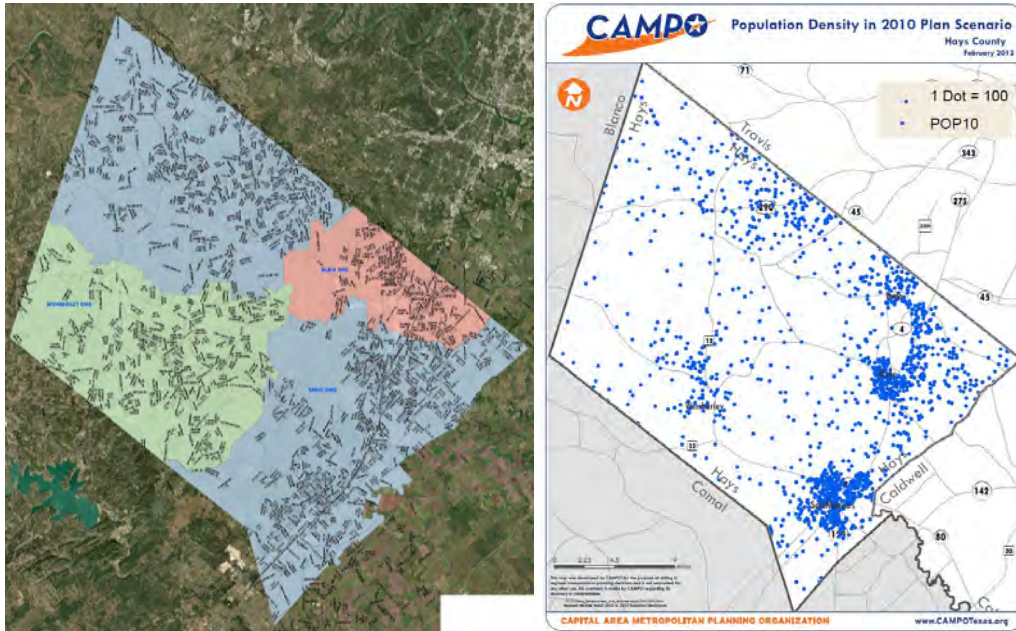
Vehicle	Cost
2023 Ford Type 3	\$149,900.00
2022 Ford Type 3	\$169,900.00
2022 Ram Heavy Duty	\$239,900.00
2022 Ram Heavy Duty	\$249,900.00
2022 Chevy Type 3	\$169,900.00
2021 Ram Heavy Duty	\$259,900.00
Average	\$206,566.67 ⁸

⁷ <https://www.frazerbilt.com/blog-ambulance-cost>.

⁸ Arrow Ambulance | New Ambulances for Sale

Purchasing 2 ambulances and lifesaving equipment allows for multiple calls simultaneously or to handle multiple patients at a single incident. It also ensures that an ambulance is available during periods of maintenance or repair.⁹ The nationwide average for constituents per ambulance is 21,057 with some rural areas having 2 ambulances for 4,000 people.¹⁰ The area that SMHCEMS (blue in Figure 2) services is more than 50% of Hays County's land mass and accounts for both the most densely populated areas and some of the most rural areas of the County.

Figure 2: SMHCEMS Service Area and Population Density



SMHCEMS serves approximately 481 square miles and reaches 137,600 residents with life-saving services according to their 2013 Annual Report.¹¹ Using the 50.31% Hays County growth rate that service population would be 206,826. Having 9 ALS ambulances would result in 22,980 constituents per ambulance, well within the national average range.

The equipment included in the request are ancillary to the function of an ambulance. These include radio component (both installed and portable), life saving devices (defibrillators, chest compressors, etc.), traffic controls, and stretchers. A comparison was performed of the unit price for 31 items against the average price of similar items available online. The results showed that there was not a significant difference between the price quoted and comparable price data.

Quote Supplier	Sum of Unit Price	Sum of Average	Sum of Delta	Count of ID
02_LCRA	\$333.94	\$350.34	(\$16.40)	5
03_LCRA	\$1,267.14	\$2,303.44	(\$1,036.30)	4
04_Stryker	\$102,236.73	\$101,888.30	\$348.43	21
05_CTC	\$3,767.00	\$4,174.99	(\$407.99)	1
Grand Total	\$107,604.81	\$108,717.05	(\$1,112.24)	31

⁹ <http://www.harwintonems.org/ambulances--equipment.html>

¹⁰ <https://www.hmpgloblearningnetwork.com/site/emsworld/article/1223842/ambulance-allocation-whats-right-balance>

¹¹ SMHC EMS 2012-2013 Annual Report

3 ELIGIBILITY

3.1 FINAL RULE¹²

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- COVID-19 prevention and treatment equipment, such as ventilators and ambulances
- Medical and PPE/protective supplies

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) should also review the section Capital Expenditures in General Provisions: Other, which describes eligibility standards for these expenditures.

3.2 CAPITAL EXPENDITURE

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, recipients may Investments in public facilities to meet pandemic operational needs including acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment.

¹² 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

SAN MARCOS HAYS COUNTY EMERGENCY MEDICAL SERVICES INCORPORATED

Address

2061 CLOVIS BARKER DRIVE, UNIT 10B

City

SAN MARCOS

State

TX

Zip Code

78667

Organization Type

501 (C)(3)

Telephone

(512) 353-5115

Point of Contact

DAVID SMITH

Title

CHIEF

DUNS or EIN Number

74-2276859

Amount Requested

\$796,795.00

Eligibility

1 Is the Organization a 501(c)(3) or 501(c)(19)?

Yes

2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?

Yes

3 Is the Organization currently in operation?

Yes

4 What is the Period of Performance for this grant?

March 3, 2021 through December 31, 2026

5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?

Yes

Lon Shell is President of the SMHCEMS and also Commissioner of Hays County Precinct 3

6 Has any federal, state, or local funding been received for this service or program?

No



HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	X
IRS Determination Letter	
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

10 Documents showing decreased revenue:

Other

Specify:



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials

Handwritten initials in black ink, appearing to be "DSJ", written over a horizontal line.

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

Handwritten initials in black ink, appearing to be "DSJ", written over a horizontal line.

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials

Handwritten initials in black ink, appearing to be "DSJ", written over a horizontal line.

Handwritten signature in black ink, appearing to be "David G. Smith Jr", written over a horizontal line.

Signature

David G. Smith Jr

Print Name

Chief / Executive Director

Title

07/14/2022

Date

2019

Exempt Organization Tax Return

Prepared For:

SAN MARCOS HAYS COUNTY EMS, INC.
PO BOX 641
SAN MARCOS, TX 78667

Prepared By:

WILLIAM GRIMSLEY, CPA
P.O. Box 615
Gatesville, TX 76528
Telephone: (303) 931-5932

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *****.irs.gov/Form990** for instructions and the latest information.

OMB No. 1545-0047

2019**Open to Public
Inspection****A** For the 2019 calendar year, or tax year beginning **10/01/2019** and ending **09/30/2020****B** Check if applicable:☐ Address change☐ Name change☐ Initial return☐ Final return/terminated☐ Amended return☐ Application pending**C** Name of organization **SAN MARCOS HAYS COUNTY EMS, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

PO BOX 641

City or town, state or province, country, and ZIP or foreign postal code

SAN MARCOS, TX 78667**F** Name and address of principal officer: **Lon Shell****2061 CLOVIS BARKER DRIVE SAN MARCOS, TX 78666****D** Employer identification number**74-2276859****E** Telephone number**(512) 353-5115****G** Gross receipts \$ **9,596,835.****I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: ▶**H(a)** Is this a group return for subordinates? ☐ Yes ☐ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

H(c) Group exemption number ▶**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶**L** Year of formation: **1983****M** State of legal domicile: **TX****Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Provide 911 Emergency medical response to San Marcos, Kyle, Driftwood, Dripping Springs, Henley and portions of unincorporated Hays Co.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	12
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	12
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5	98
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, line 39	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 4,713,528.	Current Year 5,382,339.
	9 Program service revenue (Part VIII, line 2g)	4,198,856.	4,214,496.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	8,912,384.	9,596,835.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14 Benefits paid to or for members (Part IX, column (A), line 4)		
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	5,723,844.	6,412,886.
	16a Professional fundraising fees (Part IX, column (A), line 11e)		
	b Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,199,184.	2,343,216.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	7,923,028.	8,756,102.
19 Revenue less expenses. Subtract line 18 from line 12	989,356.	840,733.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 7,041,010.	End of Year 8,127,835.
	21 Total liabilities (Part X, line 26)	1,165,902.	1,411,993.
	22 Net assets or fund balances. Subtract line 21 from line 20	5,875,108.	6,715,842.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	▶ Signature of officer		Date	
	▶ Lon Shell, Board President Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input checked="" type="checkbox"/> if self-employed PTIN
	William A Grimsley, CPA	William A Grimsley, CPA	08/06/2021	P01056541
	Firm's name ▶ WILLIAM GRIMSLEY, CPA	Firm's EIN ▶ 27-1849684		
	Firm's address ▶ P.O. Box 615 Gatesville, TX 76528	Phone no. (303) 931-5932		

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☒ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III. ☐**1** Briefly describe the organization's mission:

To keep communities healthy and strong. By leveraging partnerships with local and regional governments, area hospitals, and local health-care providers. To provide excellent patient care to local taxpayers.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.**4a** (Code:) (Expenses \$ **7,356,995.** including grants of \$) (Revenue \$)

Provided 911 Emergency medical response to San Marcos, Kyle, Driftwood, Dripping Springs, Henley and portions of unincorporated Hays Co.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ►**7,356,995.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	2	X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> (see instructions).	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes," to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	X
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III.</i>	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J.</i>	23	X
24 a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.</i>	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	X
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	X
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	X
25 a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I.</i>	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I.</i>	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II.</i>	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III.</i>	27	X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV.</i>	28a	X
b A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV.</i>	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV.</i>	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M.</i>	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II.</i>	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I.</i>	33	X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>	34	X
35 a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2.</i>	35b	X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2.</i>	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI.</i>	37	X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	38	X

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1 a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
2 a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	98
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to <i>e-file</i> (see instructions)			
3 a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>	3b	
4 a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	
b	If "Yes," enter the name of the foreign country ► See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5 a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?	5c	X
6 a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	0
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	X
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	X
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	X
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12.	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12 a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	X
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state?	13a	X
Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14 a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15	X
<i>If "Yes," see instructions and file Form 4720, Schedule N.</i>			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16	X
<i>If "Yes," complete Form 4720, Schedule O.</i>			

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year.	1a	12
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
b	Enter the number of voting members included on line 1a, above, who are independent	1b	12
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3	X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5	X
6	Did the organization have members or stockholders?	6	X
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b	X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	8a	X
b	Each committee with authority to act on behalf of the governing body?	8b	X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10 a	10a	X
b	10b	
11 a	11a	X
b	11b	
12 a	12a	X
b	12b	X
c	12c	X
13	13	X
14	14	X
15	15a	X
a	15b	X
16 a	16a	X
b	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **TX**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records **(512) 353-5115**
ORGANIZATION PO BOX 641 SAN MARCOS, TX 78667

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Lon Shell President	01.00			X						
(2) Diane Harvol Board Member	01.00	X								
(3) Kyle Taylor VP	01.00			X						
(4) Jerry Hendrix Treasurer	01.00	X								
(5) Lester Stephens Board Member	01.00	X								
(6) Jerry Tochtermann Board Member	01.00	X								
(7) Thomas McKinney Treasurer	01.00			X						
(8) Petra Landry Secretary	01.00			X						
(9) Fausto Meza Board Member	01.00	X								
(10) Brian Blair Board Member	01.00	X								
(11) Geoffery Tahuahua Board Member	01.00	X								
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ►

- 3** Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? *If "Yes," complete Schedule J for such individual*
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*

	Yes	No
3		X
4		X
5		X

Section B. Independent Contractors

- 1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

- 2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ►

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e				
	f	All other contributions, gifts, grants, and similar amounts not included above.	1f	5,382,339.			
	g	Noncash contributions included in lines 1a-1f	1g	\$			
	h	Total. Add lines 1a-1f.		5,382,339.			
Program Service Revenue				Business Code			
	2a	Patient fees	621910	4,034,704.	4,034,704.		
	b	Standby services	621910	65,088.	65,088.		
	c	Training services	621990	114,704.	114,704.		
	d						
	e						
	f	All other program service revenue					
	g	Total. Add lines 2a-2f		4,214,496.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)					
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6a	Gross rents	(i) Real (ii) Personal				
	b	Less: rental expenses					
	c	Rental income or (loss)					
	d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
	b	Less: cost or other basis and sales expenses					
	c	Gain or (loss)					
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18					
	b	Less: direct expenses					
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19					
b	Less: direct expenses						
c	Net income or (loss) from gaming activities						
10a	Gross sales of inventory, less returns and allowances						
b	Less: cost of goods sold						
c	Net income or (loss) from sales inventory						
Miscellaneous Revenue				Business Code			
	11a						
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d					
12	Total revenue. See instructions		9,596,835.	4,214,496.			

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☒

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.				
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	5,294,171.	4,428,384.	865,787.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).	188,910.	160,573.	28,337.	
9 Other employee benefits	525,666.	446,816.	78,850.	
10 Payroll taxes	404,139.	338,048.	66,091.	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	49,954.		49,954.	
14 Information technology				
15 Royalties				
16 Occupancy	177,383.	177,383.		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	40,834.	40,834.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	531,193.	531,193.		
23 Insurance	196,447.	151,264.	45,183.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Fleet expenses	232,712.	232,712.		
b Contracted services	519,326.	272,049.	247,277.	
c Medical supplies	254,181.	254,181.		
d Support agreements				
e All other expenses	341,186.	323,558.	17,628.	
25 Total functional expenses. Add lines 1 through 24e	8,756,102.	7,356,995.	1,399,107.	
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash — non-interest-bearing	3,366,597.	1	4,484,409.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	2,130,845.	4	2,146,867.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	60,009.	8	69,631.
	9 Prepaid expenses and deferred charges	55,557.	9	55,054.
	10 a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 3,633,701.		
	b Less: accumulated depreciation	10b 2,261,827.	10c	1,371,874.
	11 Investments — publicly traded securities		11	
	12 Investments — other securities. See Part IV, line 11		12	
	13 Investments — program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11.		15	
16 Total assets. Add lines 1 through 15 (must equal line 33).	7,041,010.	16	8,127,835.	
Liabilities	17 Accounts payable and accrued expenses	200,210.	17	236,647.
	18 Grants payable		18	
	19 Deferred revenue	221,789.	19	289,230.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	743,903.	23	886,116.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,165,902.	26	1,411,993.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	5,875,108.	27	6,715,842.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	5,875,108.	32	6,715,842.
	33 Total liabilities and net assets/fund balances	7,041,010.	33	8,127,835.

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	9,596,835.
2	Total expenses (must equal Part IX, column (A), line 25)	2	8,756,102.
3	Revenue less expenses. Subtract line 2 from line 1	3	840,733.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	5,875,108.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	1.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	6,715,842.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

UYA

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

SAN MARCOS HAYS COUNTY EMS, INC.

Employer identification number

74-2276859

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	3,496,470.	3,382,431.	3,921,658.	4,713,528.	5,382,339.	20,896,426.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3.	3,496,470.	3,382,431.	3,921,658.	4,713,528.	5,382,339.	20,896,426.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						
6 Public support. Subtract line 5 from line 4.						20,896,426.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	3,496,470.	3,382,431.	3,921,658.	4,713,528.	5,382,339.	20,896,426.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	1,021.					1,021.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						20,897,447.
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	100.00%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	99.98%
16a 33 1/3 % support test—2019. If the organization did not check the box on line 13, and line 14 is 33 1/3 % or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33 1/3 % support test—2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3 % or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization.		<input type="checkbox"/>
b 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization.		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . .						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . .						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ► <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . .	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)) . . .	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17.	18	%

- 19a 33 1/3 % support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3 %, and line 17 is not more than 33 1/3 %, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐
- b 33 1/3 % support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3 %, and line 18 is not more than 33 1/3 %, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ► ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI).**See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		
7 <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	Total annual distributions. Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2019 from Section C, line 6	
10	Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1	Distributable amount for 2019 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2019 (reasonable cause required-explain in Part VI). See instr.			
3	Excess distributions carryover, if any, to 2019			
a	From 2014			
b	From 2015			
c	From 2016			
d	From 2017			
e	From 2018			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2019 distributable amount			
i	Carryover from 2014 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2019 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2019 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2020. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2015			
b	Excess from 2016			
c	Excess from 2017			
d	Excess from 2018			
e	Excess from 2019			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" to Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

SAN MARCOS HAYS COUNTY EMS, INC.

Employer identification number

74-2276859

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply). <input type="checkbox"/> Preservation of land for public use (for example, recreation or education) <input type="checkbox"/> Preservation of historically important land area <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of a certified historic structure <input type="checkbox"/> Preservation of open space	
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register.	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶	
4 Number of states where property subject to conservation easement is located ▶	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$	
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1 ▶ \$ (ii) Assets included in Form 990, Part X ▶ \$	
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1 ▶ \$ b Assets included in Form 990, Part X ▶ \$	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a** ☐ Public exhibition **d** ☐ Loan or exchange program
b ☐ Scholarly research **e** ☐ Other _____
c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII. ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment ☐ _____ %
b Permanent endowment ☐ _____ %
c Term endowment ☐ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) Unrelated organizations	3a(i)	
(ii) Related organizations	3a(ii)	
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		3,633,701.	2,261,827.	1,371,874.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ☐ **1,371,874.**

Part VII Investments — Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments — Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XIII Supplemental Information (continued)[illegible]

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

**Open to Public
Inspection**

Name of the organization

SAN MARCOS HAYS COUNTY EMS, INC.

Employer identification number

74-2276859

Name of the organization

Employer identification number

SAN MARCOS HAYS COUNTY EMS, INC.**74-2276859****Part VI Line 11b****Reviewed by the board prior to filing****Part VI Line 19****Upon request**

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and David G. Smith Jr. principal of San Marcos Hays County principal of San Marcos Hays County EMS, Inc.(“Grantee”), located at 2061 Clovis Barker Drive, Unit 10B San Marcos, TX 78667 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$796,795 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF). As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Grantee with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used for any of Grantee’s normal operating working capital uses. Working capital is the amount of capital, which is used in day-to-day operations, including but not limited to items such as: payroll, rent, inventory, utilities and interest on loans.

SECTION 3 – GRANTEE REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Grantee to support continued operations of Grantee’s current Hays County business/non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Grantee acknowledges that the use of Grant funds can only be used for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Grantee is in full compliance with and not delinquent in payment of any taxation to which Grantee is subject, Grantee is a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of July 14th, 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Grantee fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the Covid-19 pandemic.

Grantee will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Grantee will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Grantee certifies that all of the following statements are true:*

- The business/non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Grantee is either:
 - A 501(c)(3); or
 - A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of July 14th, 2022.
- The Grantee experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Grantee agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/non-profit entity.
- Grantee will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Grantee has not been suspended or debarred in connection with any federal procurement.
- Grantee is not actively pursuing a bankruptcy declaration.
- Grantee does not have any Federal, State or Local Tax Liens.
- Grantee is not any of the following:
 - K-12 School
 - College or university
 - Library
 - Government entity/agency
 - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:

- Grantee certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
- Grantee certifies that 93 employees were employed by the business/non-profit as of July 14th, 2022.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Grantee covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

A. Compliance with Laws: Grantee covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Grantee made or taken before such termination.

D. Defense and Indemnity: Grantee agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Grantee's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Grantee's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall be the [Venue] of Hays County.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Grantee without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Grantee's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Grantee understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Grantee as eligible and agreed to as a condition of accepting the Grant under this Agreement created _____ through December 31, 2026.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

GRANTEE: San Marcos Hays County EMS, Inc.

Owner Name: David G. Smith Jr.

Owner Title: Chief/Executive Director

SIGNATURE:

DATE

[Name]

[Department]

[Title]

TYPED SIGNATURE

DATE



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Salon Estrella for a venue rental used by the Local Health Department in the amount of \$975.00 in which no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/T. CRUMLEY**

Summary:

The Local Health Department rented the Salon Estrella Venue to perform COVID related outreach and failed to obtain a purchase order as required per County purchasing policy.

Fiscal Impact:

Amount Requested: \$975.00

Line Item Number: 120-675-99-155.5391

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

G/L Account Validated Y/N?: Yes, Misc. Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Estrella Invoice

INVOICE



Invoice - 0001

ISSUED: 07/13/2022

DUE: ON RECEIPT

BILL TO:

Hays County Health
Department

PAYABLE TO:

Salon Estrella
158 High Rd
Kyle, Texas 78640

DESCRIPTION	HOURS	PRICE	TOTAL
COVID Clinic at Salon Estrella by Michelle Cohen	5	\$195	\$975

AMOUNT DUE: \$975

Alejandra Martinez
Salon Estrella
158 High Rd
Kyle, Texas 78640

512-701-1446





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Approve Utility Permits. **INGALSBE/JONES/BORCHERDING**

Summary

TRN-2022-5066-UTL	GRANDE is to excavate, bore, and install approx. a total of 32,422' new 1/4" strand of 144CT fiber cable in new 2' conduit, including 24796' trench, 7626' road bore in existing ROW, then continue construction to service Sunfield Subdivision.
TRN-2022-5067-UTL	Centerpoint Energy to insall 60' of 2" Intermediate Pressure Polyethylene Plastic Main, Operated at a Pressure Less than 60 psig, installed via horizontal directional boring across Rio Blanco Way at the northern intersection of White River Loop.
TRN-2022-5068-UTL	Maxwell SUD to bore and case a 12" water line for service beneath Harris Hill Road.

Attachments

Site Plan

Permit

Site Plan

Permit

Permit

Site Plan

SHEET INDEX:

GENERAL
1. GENERAL PERMIT COVER
PLAN
2-13 UG NEW BUILD
TRAFFIC CONTROL PLAN AND DETAILS
14 TRAFFIC CONTROL DETAILS



GRANDE COMMUNICATIONS 2022 BROWNFIELD-SM-SUNFIELD 2 PART 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:

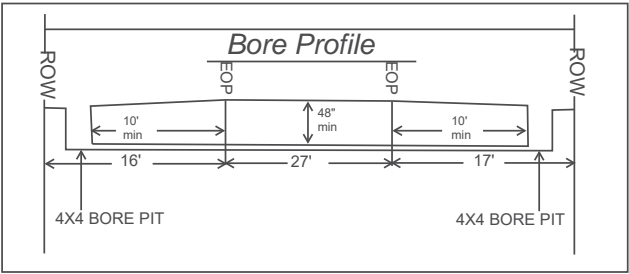
ADVANCED1
301 N. College St.
Georgetown, TX 78626



- NOTES:
- CONSTRUCTION TYPE: NEW BUILD
 - GRANDE WILL FOLLOW ALL TRAFFIC CONTROL PER THE CURRENT EDITION OF THE MUTCD
 - GRANDE WILL NOT DISTURB ANY PAVEMENT
 - TRENCH AT MINIMUM DEPTH OF 36" AND WITHIN BACK 5' OF ROW
 - ALL ROAD BORES WILL BE DIRECTIONAL BORE AT A MINIMUM DEPTH OF 48"
 - NO LANES WILL BE BLOCKED BEFORE 9 AM OR AFTER 4 PM

ALL UTILITIES REPRESENTATIONS SHOWN ON THIS PERMIT ARE DIAGRAMMATIC IN NATURE. THE ACTUAL LOCATION WILL BE DETERMINED IN CONSTRUCTION

ALL PEDS TO BE PLACED IN BACK 5' OF ROW



UNDERGROUND LEGEND

- PROPOSED UG
- EXISTING CONDUIT
- NUL (TRANSITION)
- PEDESTAL
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MATCHLINE A

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JOB# 700666367
OPP NAME: Sunfield Brownfield
OPP ADDRESS: Buda TX

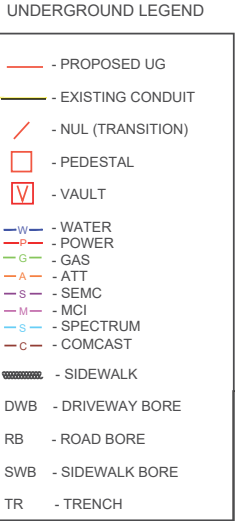


HAYS COUNTY

PERMIT APPLICATION

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The diagram illustrates the cross-section of the bore pit. It shows a central rectangular section with a height of 48" min and a width of 27'. This central section is flanked by two sloped sections, each with a width of 10' min. The entire structure is contained within a larger rectangular frame labeled "Bore Profile". The total width of the structure is 47' (10' + 27' + 10'). The total height is 48" min. The structure is supported by two "4x4 BORE PIT" sections, each 16' wide. The distance between the centers of the two support sections is 27'. The overall width of the structure is 47' (16' + 27' + 17'). The overall height is 48" min. The structure is labeled "Bore Profile" and "4x4 BORE PIT".



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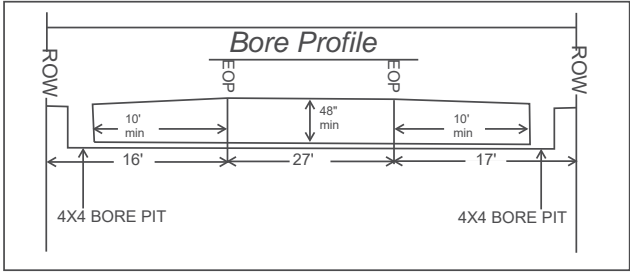


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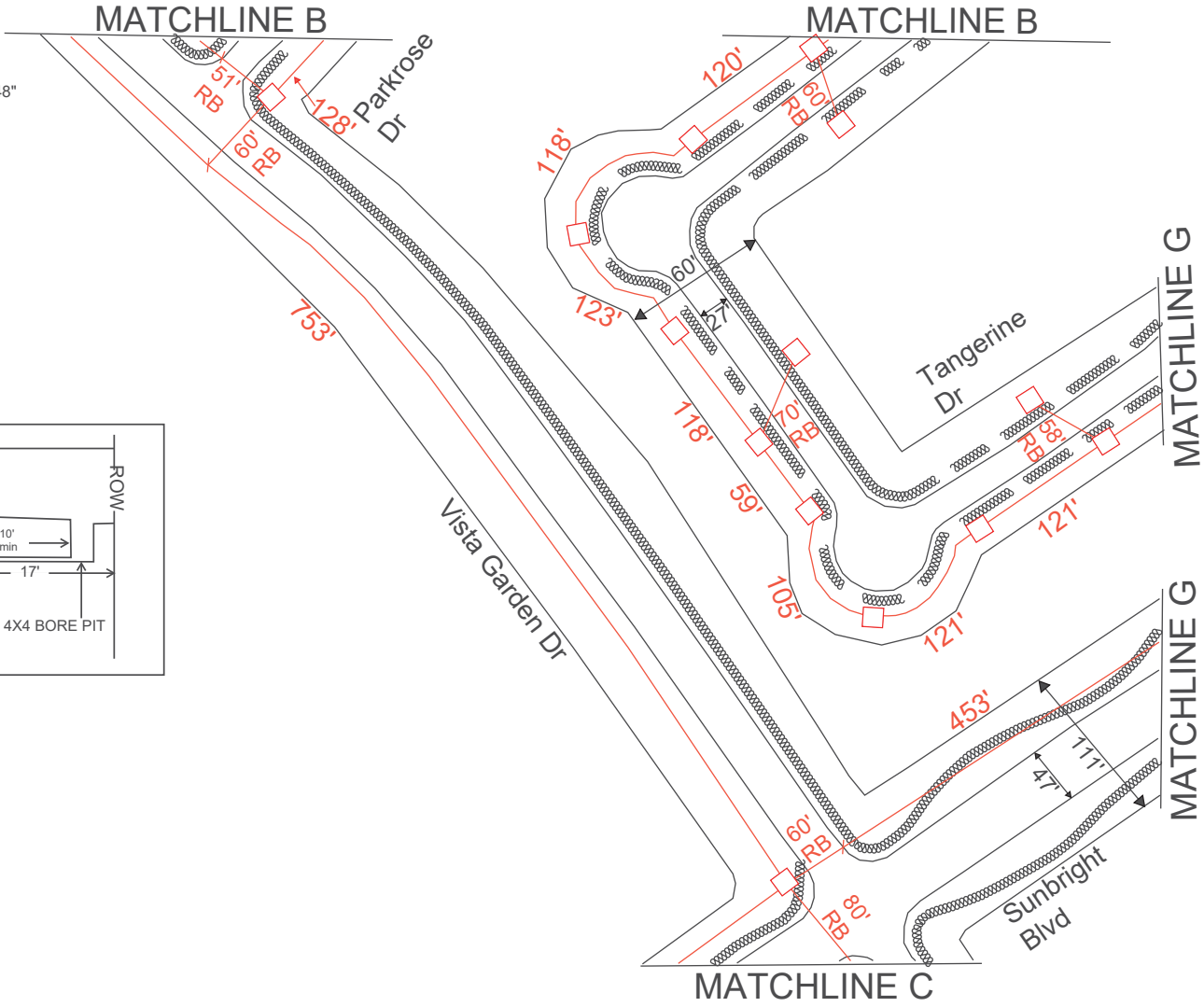
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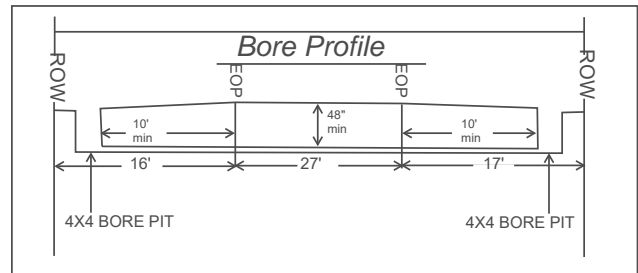
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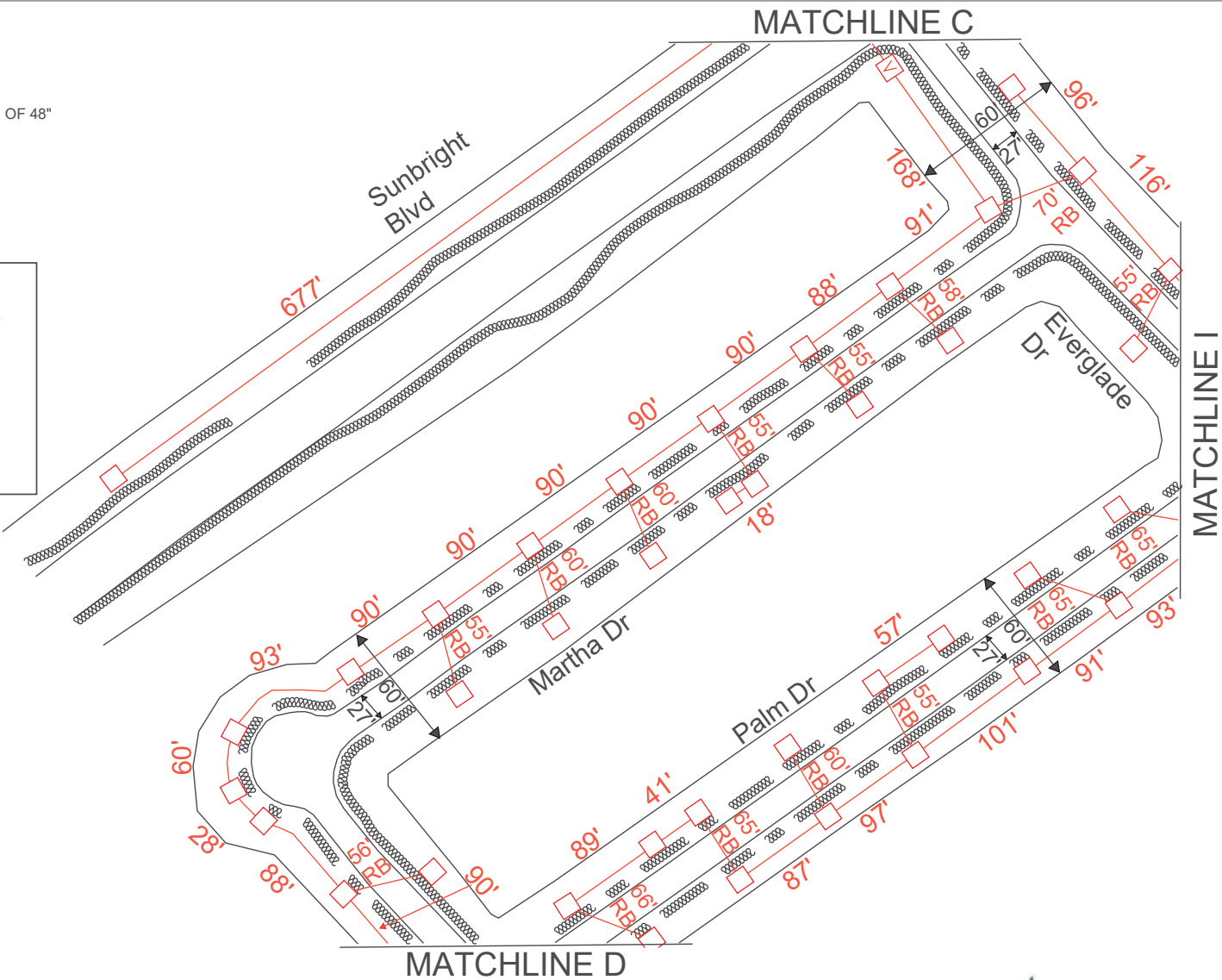
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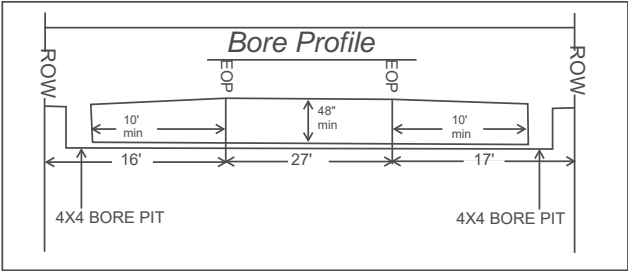
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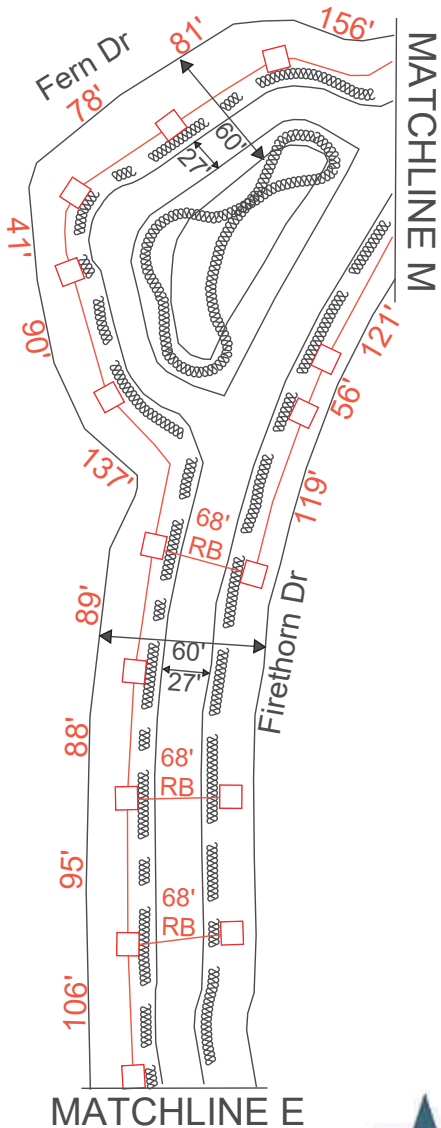
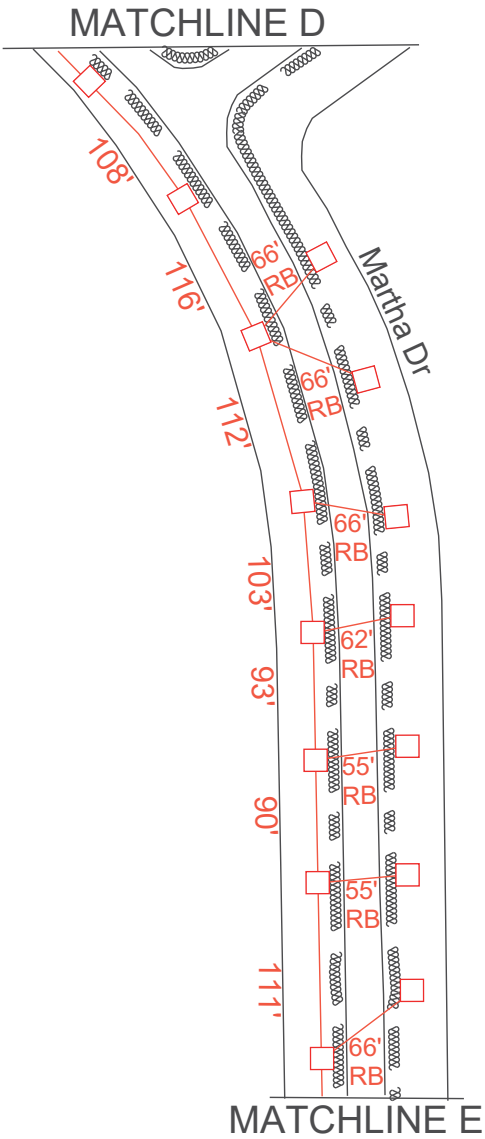
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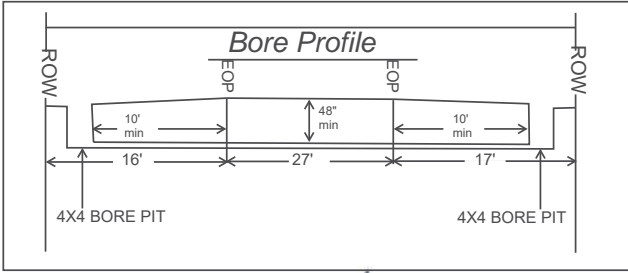
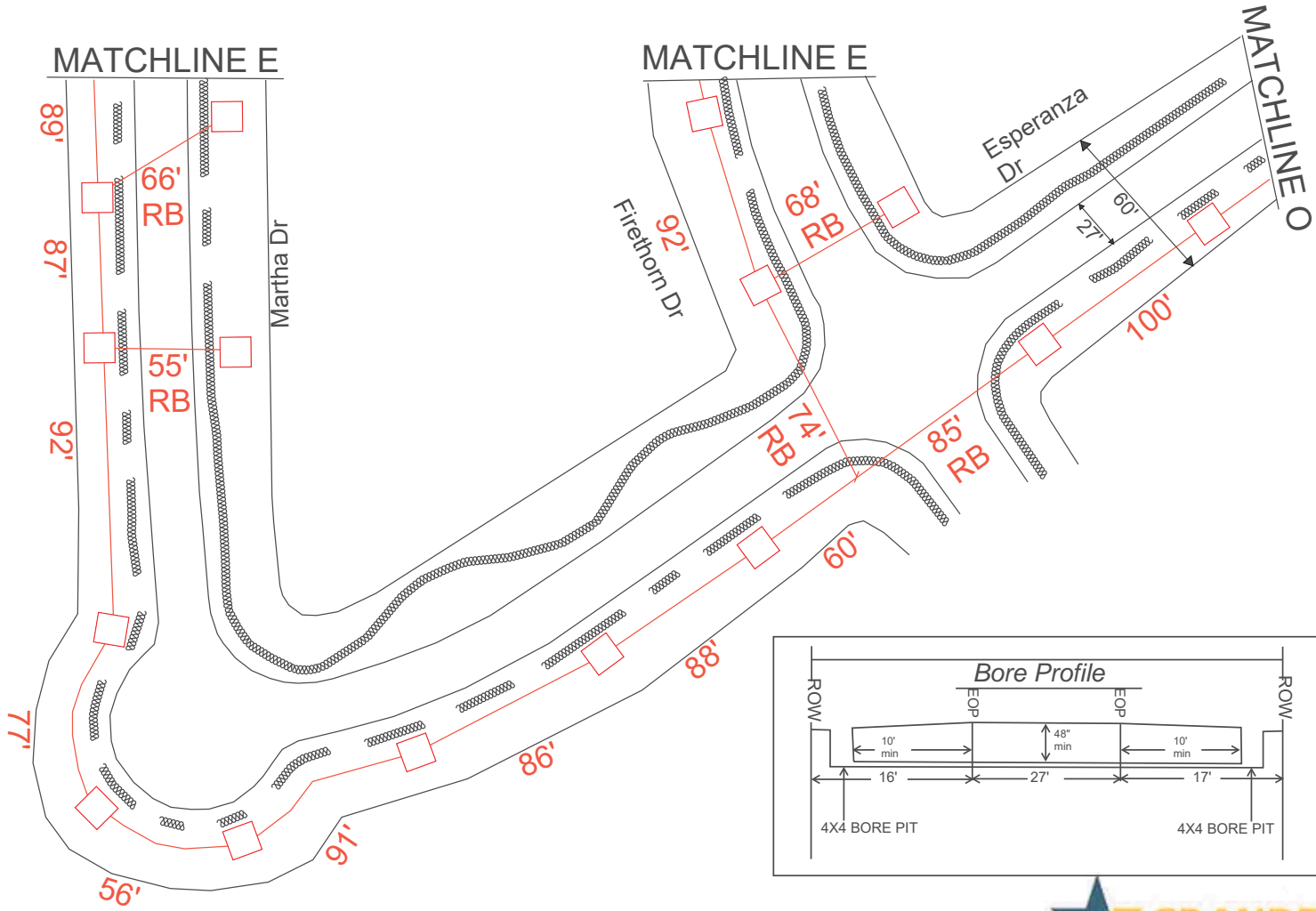
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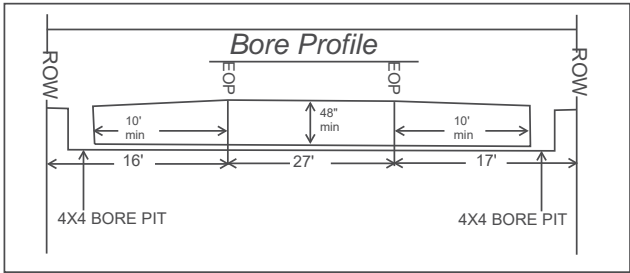
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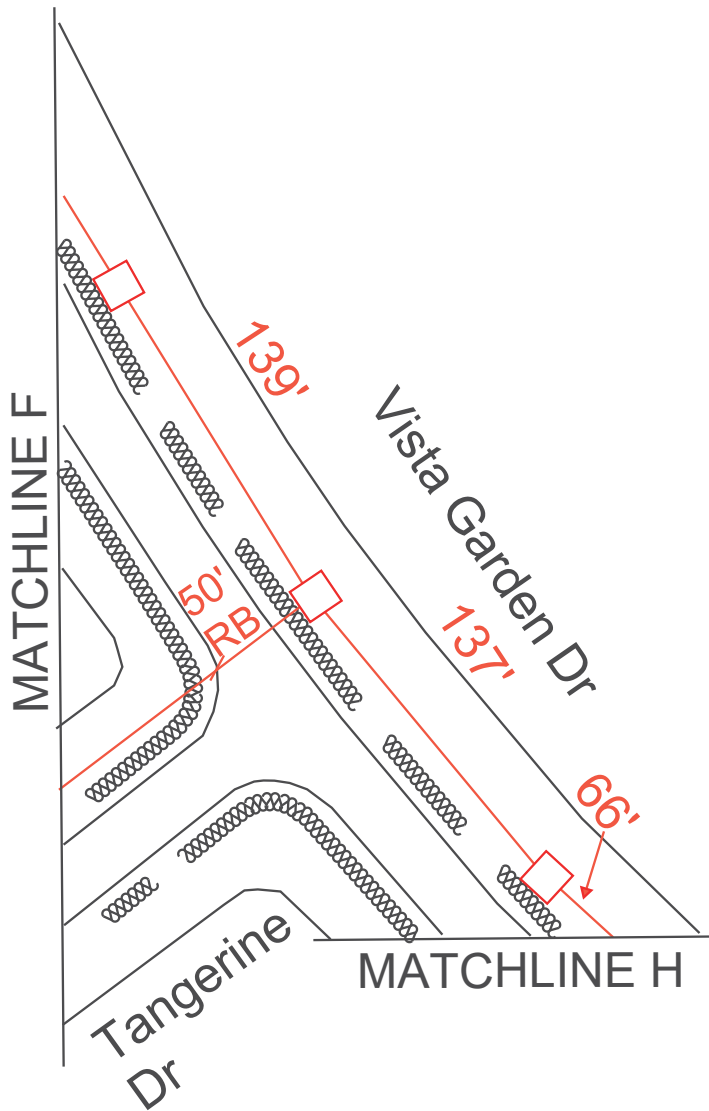
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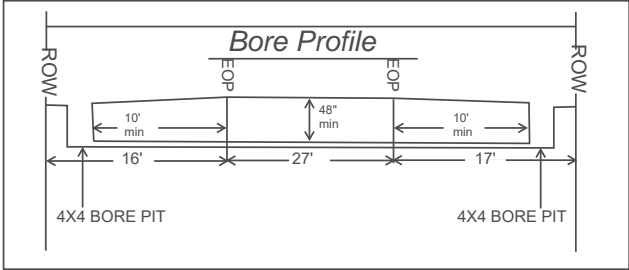
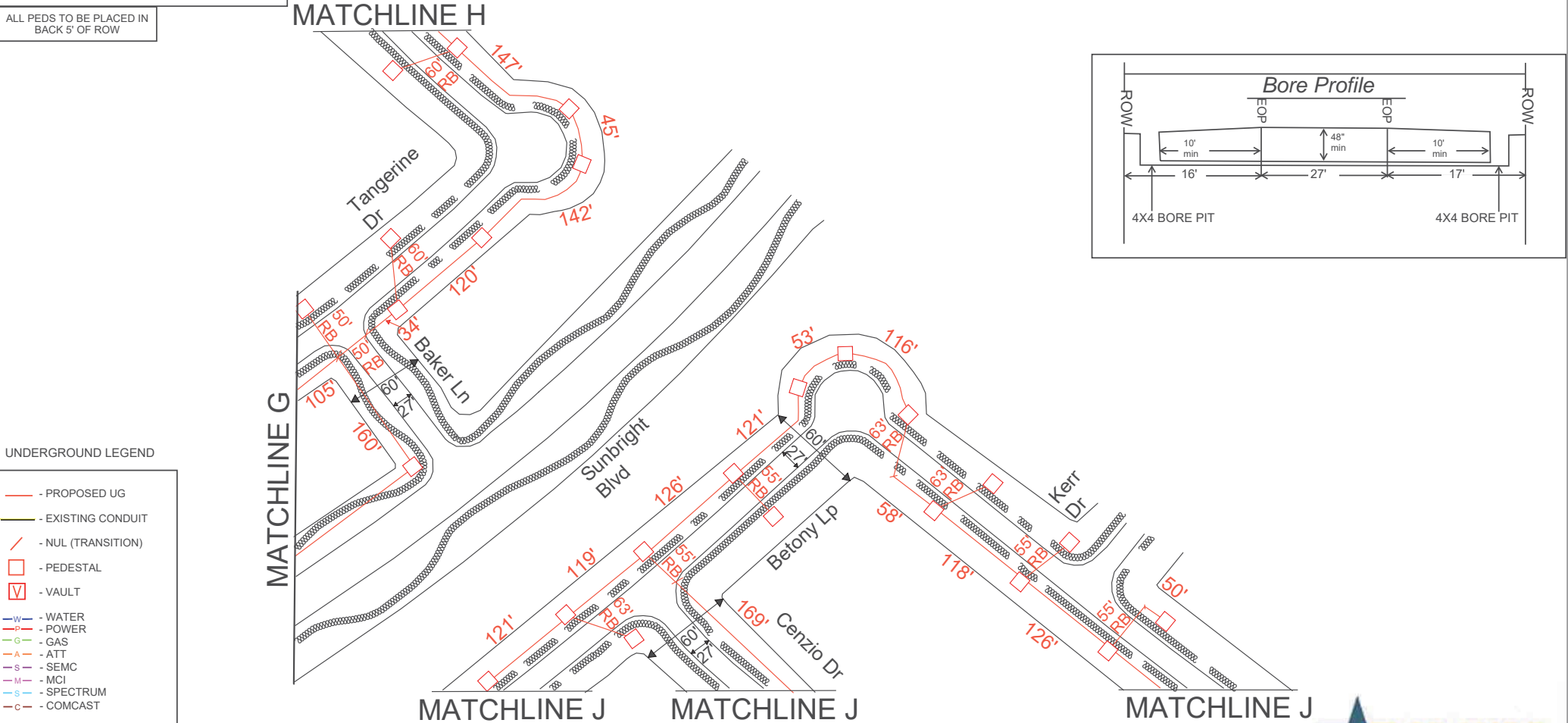
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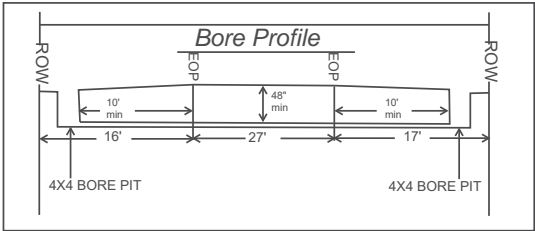
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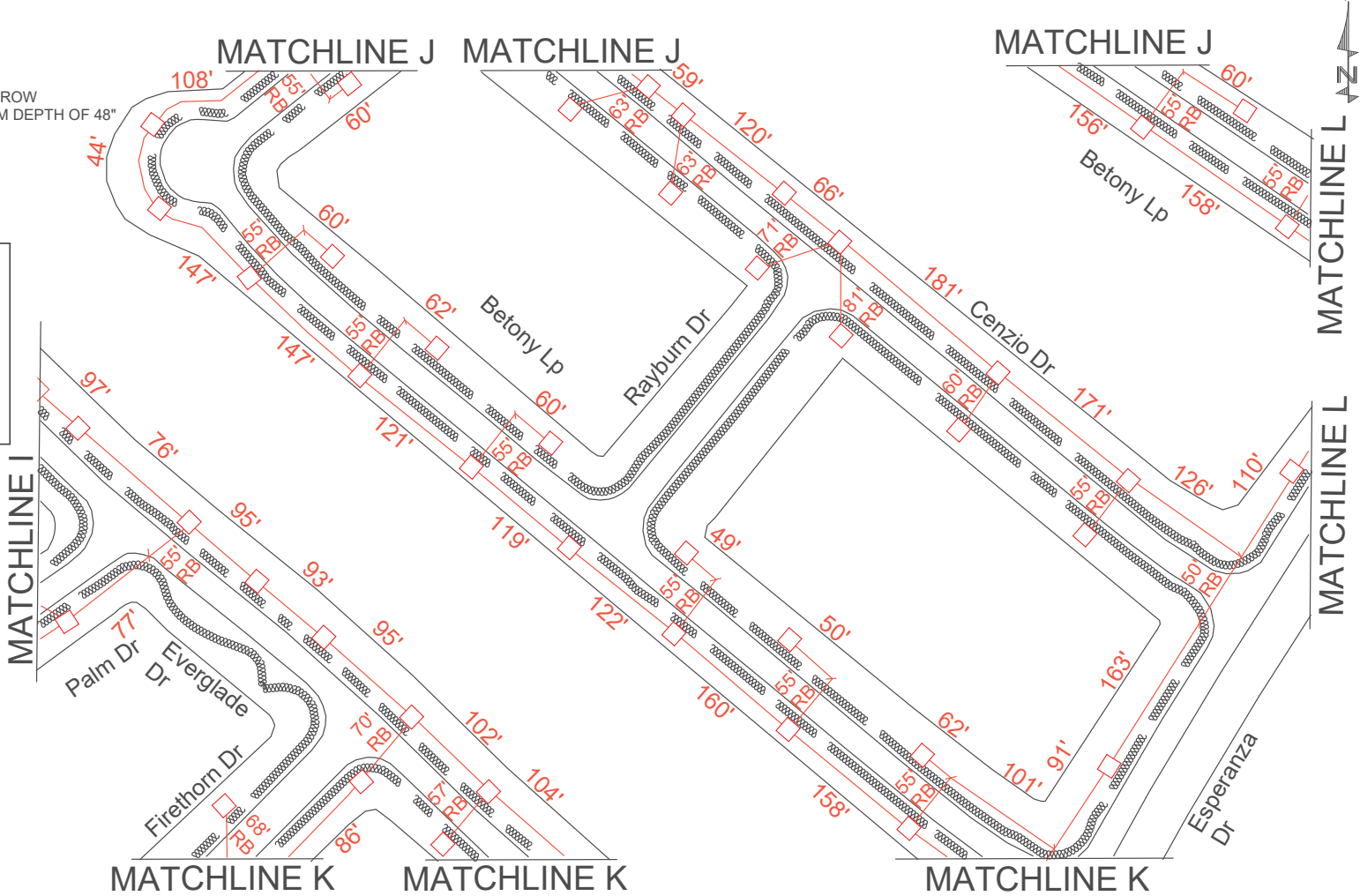


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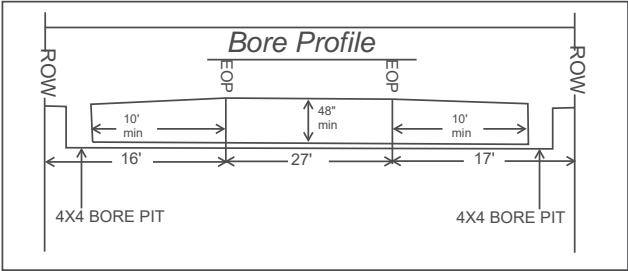
GRANDE
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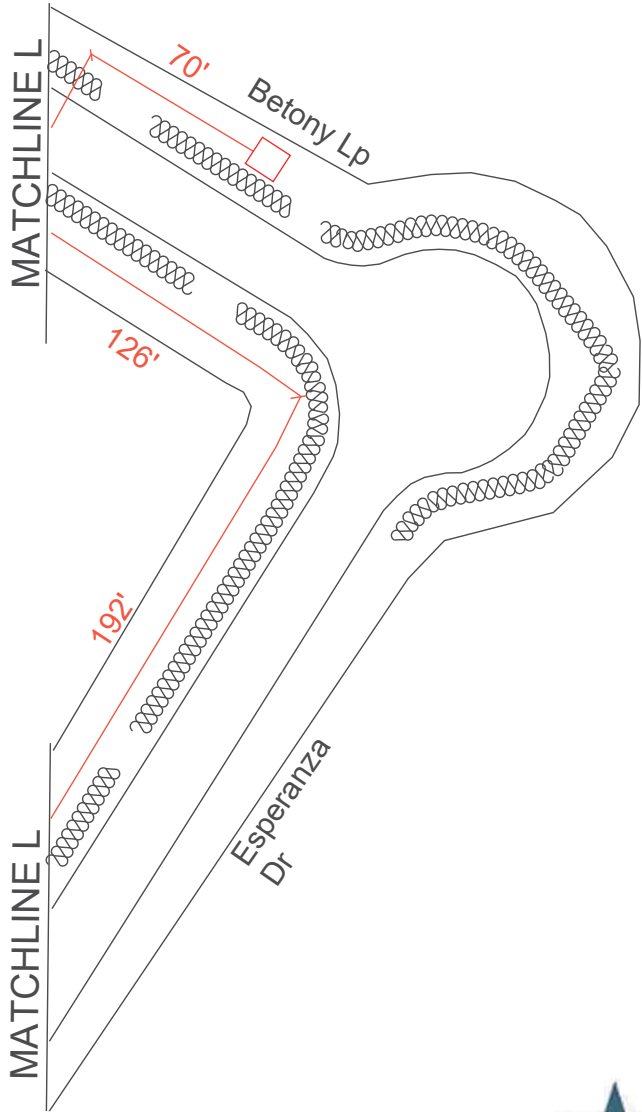
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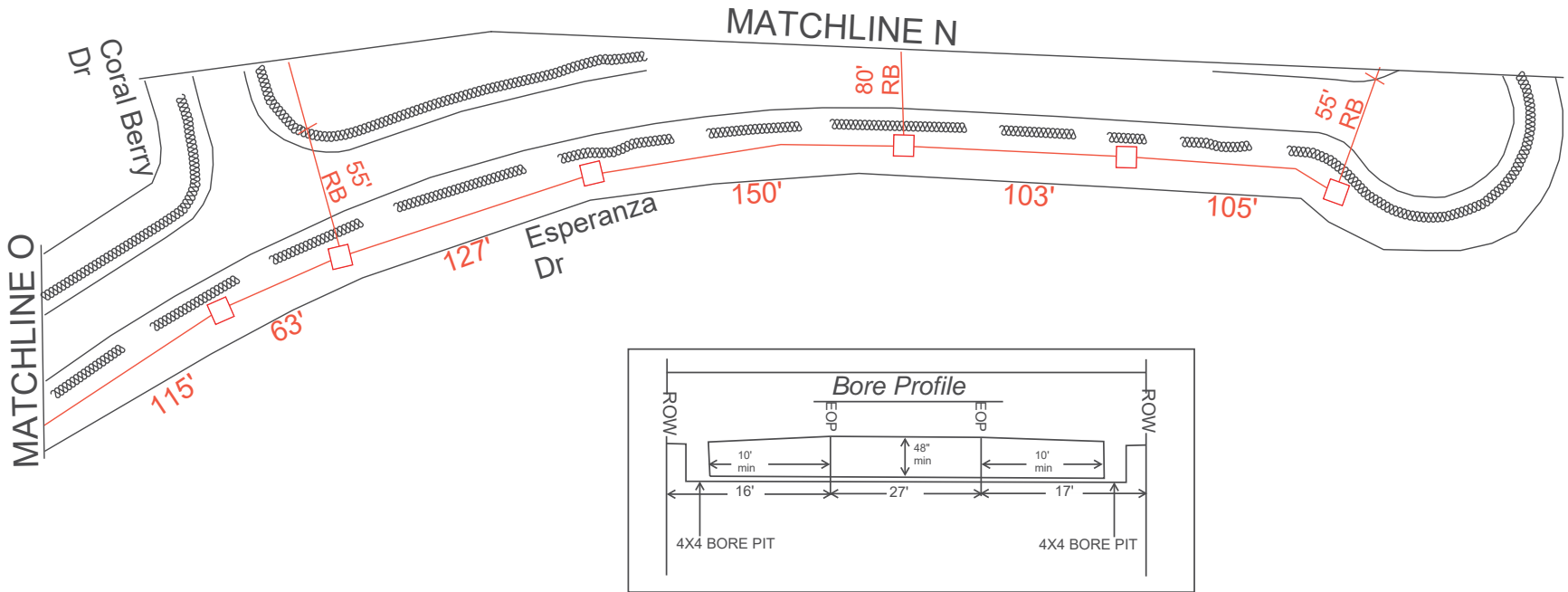
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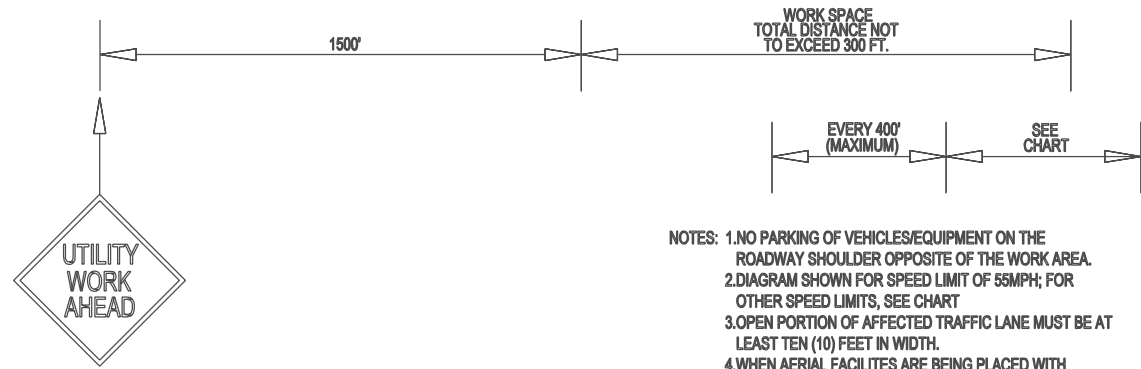
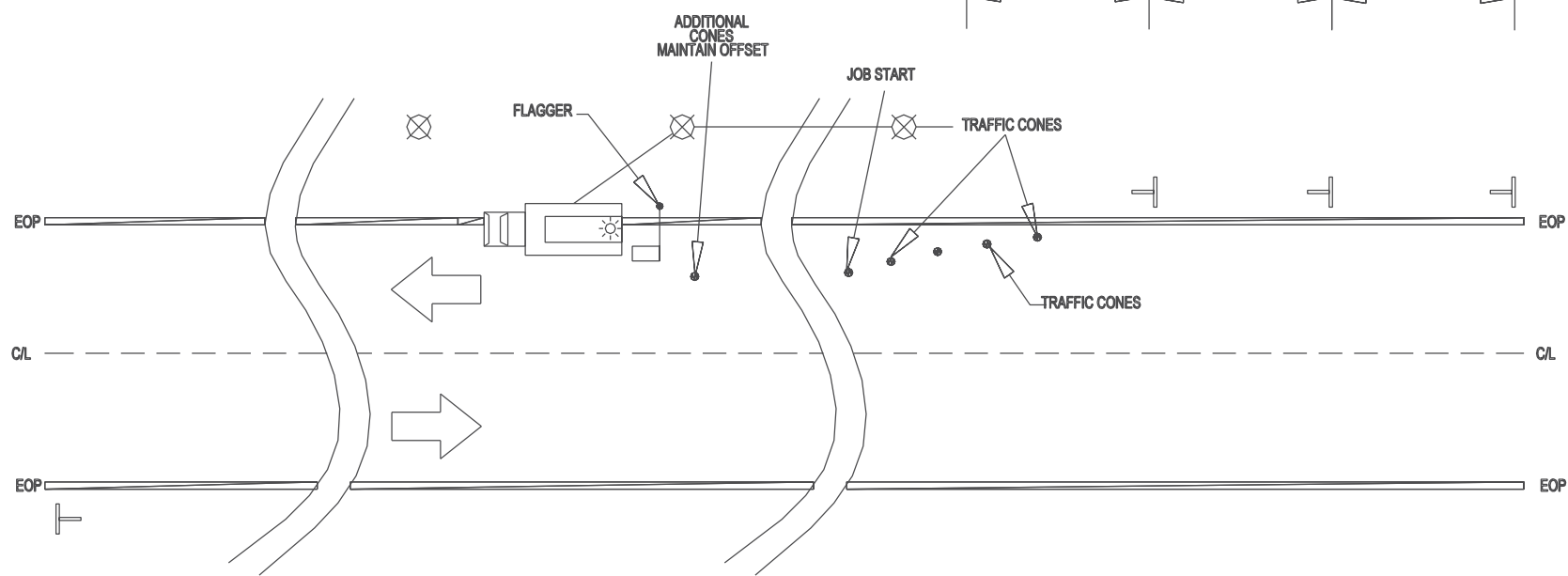
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PERMIT APPLICATION



The diagram illustrates a three-stage traffic control sequence for utility work. It shows a road with three diamond-shaped signs. The first sign depicts a worker silhouette. The second and third signs both read "UTILITY WORK AHEAD". The signs are spaced 500 feet apart, as indicated by the "500'" labels and arrows below the road line.



- NOTES:**
- 1.NO PARKING OF VEHICLES/EQUIPMENT ON THE ROADWAY SHOULDER OPPOSITE OF THE WORK AREA.**
 - 2.DIAGRAM SHOWN FOR SPEED LIMIT OF 55MPH; FOR OTHER SPEED LIMITS, SEE CHART**
 - 3.OPEN PORTION OF AFFECTED TRAFFIC LANE MUST BE AT LEAST TEN (10) FEET IN WIDTH.**
 - 4.WHEN AERIAL FACILITIES ARE BEING PLACED WITH EQUIPMENT PARTIALLY ON THE TRAVELED PORTION OF THE HIGHWAY PLACE WARNING DEVICES AS ILLUSTRATED**
"MAY USE "LANE NARROWS"

CONE AND WARNING SIGN SPACING AND TAPER LENGTHS					
SPEED LIMIT (MPH)	CONE SPACING (FT)	TAPER LENGTH (FT)	NUMBER OF CONES REQ'D	WARNING SIGN SPACING (FT)	MINIMUM SIGN SIZE
25	25	125	6	250	36"X36"
35	35	245	8	250	36"X36"
45	45	540	13	500	48"X48"
55	55	660	13	500	48"X48"
INTERSTATE, EXPRESSWAY AND LIMITED-ACCESS ROADWAYS				1000	48"X48"
				2640	48"X48"
				5280	48"X48"



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

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

Utility Company Information:

Name:
Address: 13505 BURNET ROAD AUSTIN TX
Phone:
Contact Name: ASTOUND

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-5066-UTL
Type of Utility Service: FIBER
Project Description:
Road Name(s): BAKER LANE & TANGERINE DRIVE, , , , , ,
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]".

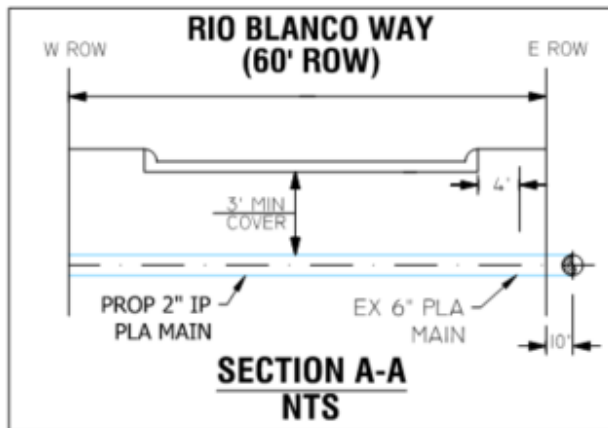
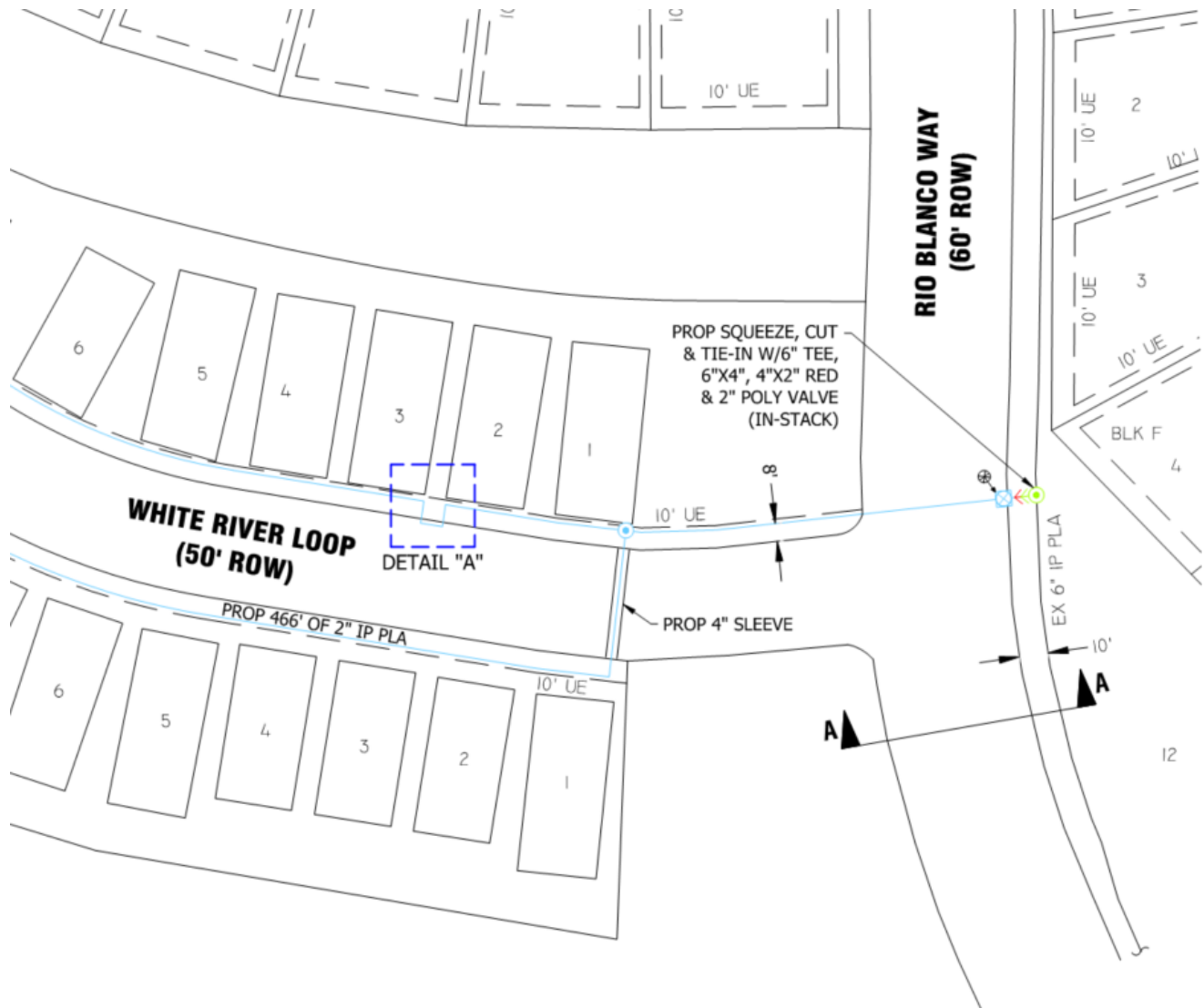
Engineering Technician

07/25/2022

Signature

Title

Date





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General Special Provisions:

1. Construction of this line will begin on or after 8/8/2022 .

Utility Company Information:

Name: CenterPoint Energy LLC
Address: 2730 S IH 35 New Braunfels TX
Phone:
Contact Name: Hugh Fitzwater

Engineer / Contractor Information:

Name: CenterPoint Energy
Address: 2730 S IH 35 New Braunfels TX 78130
Phone: 8306436902
Contact Name: Hugh Fitzwater

Hays County Information:

Utility Permit Number: TRN-2022-5067-UTL
Type of Utility Service: Gas Main
Project Description:
Road Name(s): Rio Blanco Way, White River Loop, , , , ,
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

07/25/2022

Signature

Title

Date



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/1/2022 .

Utility Company Information:

Name: Maxwell SUD
Address: TX
Phone:
Contact Name: Richard Gallegos

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-5068-UTL
Type of Utility Service: Water PVC Pipe
Project Description:
Road Name(s): FM 110, , , , , ,
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

07/25/2022

Signature

Title

Date

OFFSITE WATERLINE PALACE WAY SUBDIVISION SAN MARCOS TEXAS

PLANS PREPARED AND RECOMMENDED FOR APPROVAL BY:

John J. Dipollino, PE, MS JUNE 7, 2022
BETTERS WORTH & ASSOCIATES, INC. DATE

ACCEPTED FOR CONSTRUCTION:

MAXWELL SUD DATE



VICINITY MAP
SCALE 1" = 500'

INDEX OF DRAWINGS

SHEET	DESCRIPTION
SHEET INDEX	
SPP-1	COVER SHEET
SPP-2	OVER ALL WATER PLAN
SPP-3	WATERLINE STA 1+00 TO STA 10+50
SPP-4	WATERLINE STA 10+50 TO STA 20+00
SPP-5	WATERLINE STA 20+00 TO STA END
SPP-6	TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL
SPP-7	MSUD DETAILS
SPP-8	MSUD DETAILS

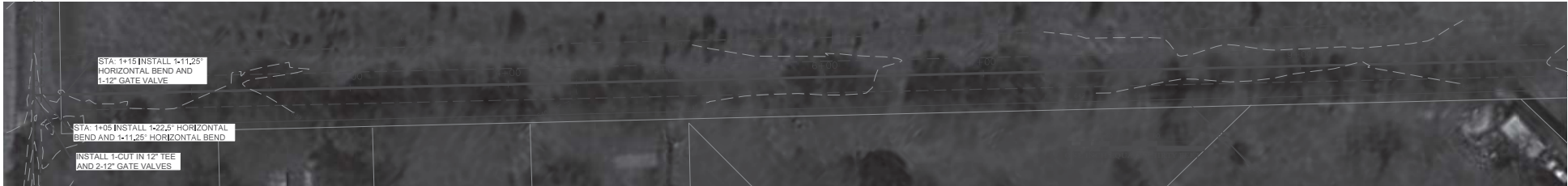
BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553 E-MAIL: ken@bettersworthassoc.com
Texas Registration No. F-11731



I, the undersigned, John J. Dipollino, Jr., a
Professional Engineer Registered in the State of
Texas, hereby certify that proper engineering
consideration has been given to these plans and all
engineering aspects are in compliance with City and
State engineering regulations and laws.

Engineer Seal

John J. Dipollino, Jr.
Registered Professional Engineer
P.E. Registration No. 85355



MATCHLINE STA: 10+50.00
CONTINUED ON SPP-3



STA 30+71 INSTALL
1-12\"/>

ALL WATERLINES TO BE C-900 DR-18 PVC EXCEPT FOR
THE LEAD TO THE FIRE HYDRANT WHICH SHALL BE 6\"/>

UTILITIES EXIST WITHIN THE AREA. LOCATIONS OF EXISTING UNDERGROUND
ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD
HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES
IF ANY WORK IN THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE
CAUSED BY THE CONTRACTOR'S OPERATIONS. IMMEDIATELY CONTACT
UTILITIES ARE ACTUALLY AT A DIFFERENT GRADE OR LOCATION FROM THAT
PLAN, OR IF ANY UTILITY NOT SHOWN ON THE PLANS ARE DISCOVERED.

NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ALL EXISTING
UTILITIES. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THESE PLANS
ARE THE APPROXIMATE LOCATION AND THESE PLANS MAY NOT SHOW ALL UTILITIES.
THE CONTRACTOR SHALL UNCOVER AND VERIFY THE VERTICAL AND HORIZONTAL
LOCATIONS OF EXISTING WATER AND SEWER MAINS TO BE EXTENDED OR TIED TO
PRIOR TO CONSTRUCTION.
THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE
FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMITED TO OSHA
SAFETY REQUIREMENTS.

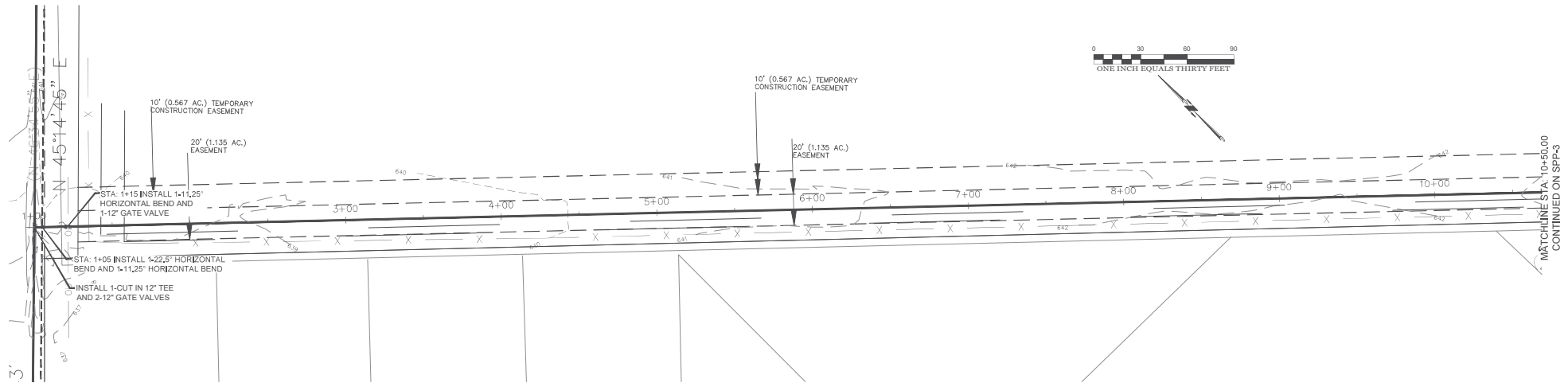
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IF THIS BAR DOES NOT MEASURE 1" HIGH, THEN THE DRAWING IS NOT TO SCALE	1" = 1" INCH
VERTICAL SCALE:	N/A
HORIZONTAL SCALE:	AS NOTED
DRAWING DATE:	SEPTEMBER 2020
DRAWING STATUS:	PRELIMINARY
DRAWN BY:	J.D.
DRAWING DATE:	



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
e-mail: ken@bettersworthassoc.com
TEXAS REGISTRATION No. F-11731

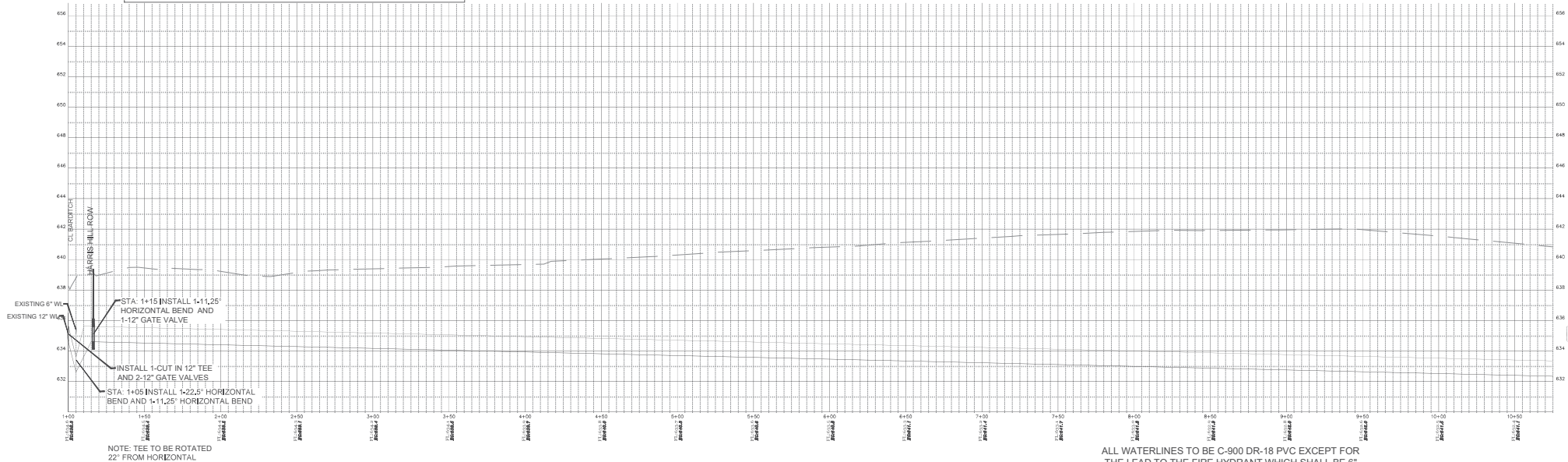
12" OFFSITE WATERLINE OVERALL	PROJECT # - 28932
MAXWELL SUD WATERLINE EXTENSION FOR PALACE WAY SUBDIVISION CITY OF SAN MARCOS, HAYS COUNTY, TEXAS	REFERENCES
	SHEET: SPP- 2 OF 8 SHEETS



!!!!!! CAUTION !!!!!

UNDERGROUND UTILITIES EXIST WITHIN THE AREA. LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ACTUAL HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK IN THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY UTILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS. IMMEDIATELY CONTACT ENGINEER IF ANY UTILITIES ARE ACTUALLY AT A DIFFERENT GRADE OR LOCATION FROM THAT SHOWN ON THE PLAN, OR IF ANY UTILITY NOT SHOWN ON THE PLANS IS DISCOVERED.

SCALE
HORIZONTAL 1"=30'
VERTICAL 1"=3'



ALL WATERLINES TO BE C-900 DR-18 PVC EXCEPT FOR THE LEAD TO THE FIRE HYDRANT WHICH SHALL BE 6" DUCTILE IRON PIPE WITH ALL JOINTS RESTRAINED

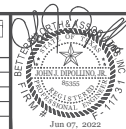
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THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMITED TO OSHA SAFETY REQUIREMENTS.

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IF THIS BAR DOES NOT MEASURE 1"=30', THEN THE DRAWING IS NOT TO SCALE	1"=30'
VERTICAL SCALE:	N/A
HORIZONTAL SCALE:	AS NOTED
DRAWING DATE:	SEPTEMBER 2020
DRAWING STATUS:	PRELIMINARY
DRAWN BY:	J.D.
DRAWING DATE:	



BETTERSWORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

PH: 830.379.5552 FX: 830.379.5553

e-mail: ken@bettersworthassoc.com

TEXAS REGISTRATION No. F-11731

12" OFFSITE WATERLINE STA 0+70 TO STA10+50

MAXWELL SUD WATERLINE EXTENSION FOR PALACE WAY SUBDIVISION

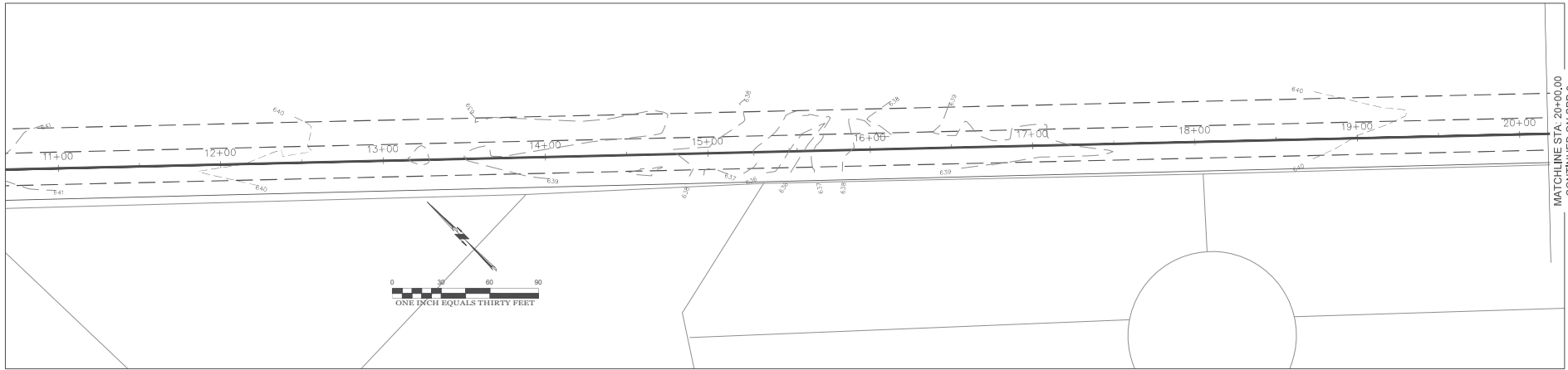
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

PROJECT #: 28932

REFERENCES

SHEET: SPP- 3 OF 8 SHEETS

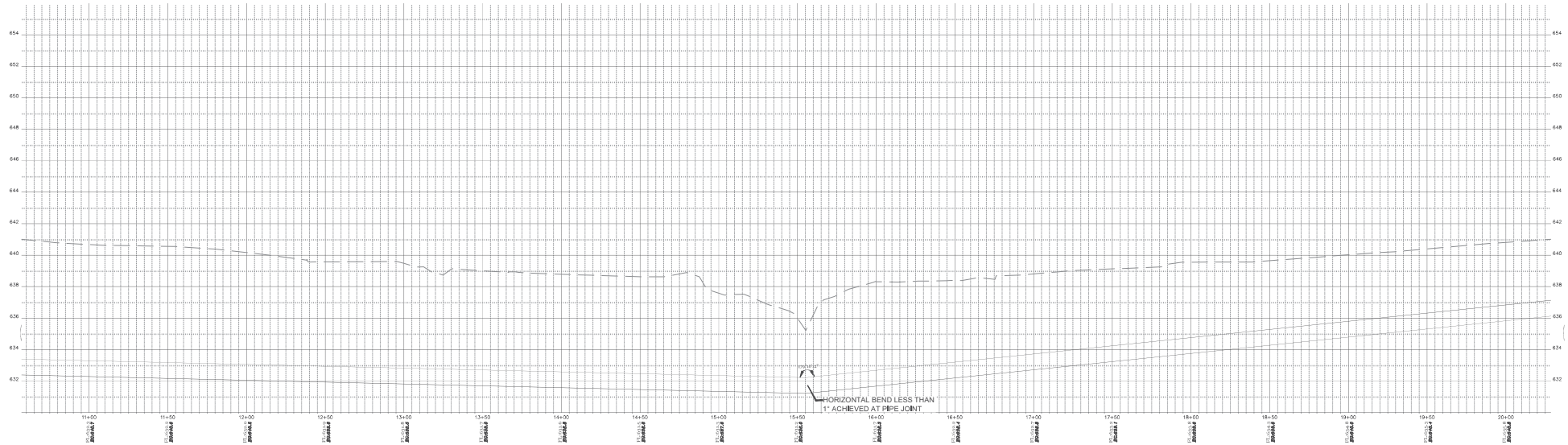
MATCHLINE STA: 10+50.00
CONTINUED FROM SPP-2



MATCHLINE STA: 20+00.00
CONTINUED ON SPP-3

UNDERGROUND UTILITIES EXIST WITHIN THE AREA. LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ACTUAL HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK IN THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY UTILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS. IMMEDIATELY CONTACT ENGINEER IF ANY UTILITIES ARE ACTUALLY AT A DIFFERENT GRADE OR LOCATION FROM THAT SHOWN ON THE PLAN, OR IF ANY UTILITY NOT SHOWN ON THE PLANS ARE DISCOVERED.

SCALE
HORIZONTAL 1"=30'
VERTICAL 1"=3'



ALL WATERLINES TO BE C-900 DR-18 PVC EXCEPT FOR
THE LEAD TO THE FIRE HYDRANT WHICH SHALL BE 6"
DUCTILE IRON PIPE WITH ALL JOINTS RESTRAINED

NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO ALL EXISTING UTILITIES. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THESE PLANS ARE THE APPROXIMATE LOCATION AND THESE PLANS MAY NOT SHOW ALL UTILITIES. THE CONTRACTOR SHALL UNCOVER AND VERIFY THE VERTICAL AND HORIZONTAL LOCATIONS OF EXISTING WATER AND SEWER MAINS TO BE EXTENDED OR TIED TO PRIOR TO CONSTRUCTION.

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REVISIONS	DATE	IF THIS BAR DOES NOT MEASURE 1" INCH, THEN THE DRAWING IS NOT TO SCALE
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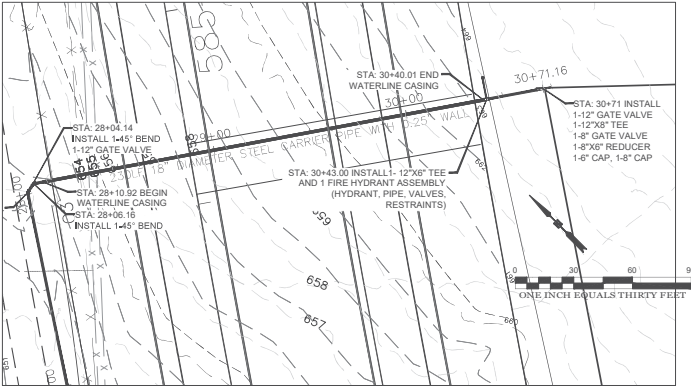
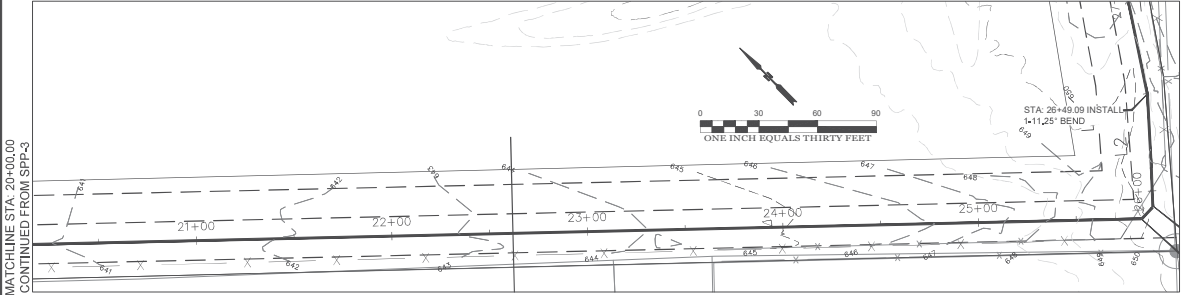
BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
e-mail: ken@bettersworthassoc.com
TEXAS REGISTRATION No. F-11731

12" OFFSITE WATERLINE STA 14+00 TO STA 25+00	PROJECT #: 28932
MAXWELL SUD WATERLINE EXTENSION FOR PALACE WAY SUBDIVISION	REFERENCES
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS	SHEET: SPP- 4 OF 8 SHEETS

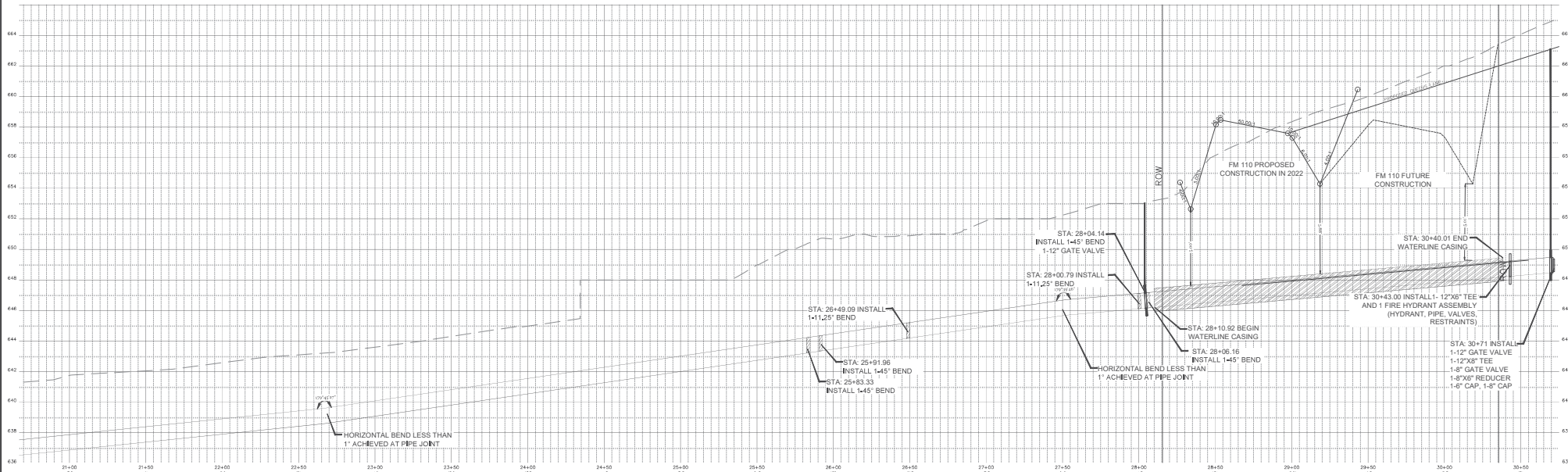
ALL WATERLINES TO BE C-900 DR-18 PVC EXCEPT FOR
THE LEAD TO THE FIRE HYDRANT WHICH SHALL BE 6"
DUCTILE IRON PIPE WITH ALL JOINTS RESTRAINED

UNDERGROUND UTILITIES EXIST WITHIN THE AREA. LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ACTUAL HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES BEFORE BEGINNING ANY WORK IN THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY UTILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS. IMMEDIATELY CONTACT ENGINEER IF ANY UTILITIES ARE ACTUALLY AT A DIFFERENT GRADE OR LOCATION FROM THAT SHOWN ON THE PLAN, OR IF ANY UTILITY NOT SHOWN ON THE PLANS ARE DISCOVERED.

FIRE HYDRANT TO BE USED FOR AIR
RELEASE IN LINE UNTIL RESIDENTIAL
SERVICES ARE IN USE



SCALE
HORIZONTAL 1"=30'
VERTICAL 1"=3'



REVISIONS	DATE	BY	APP'D
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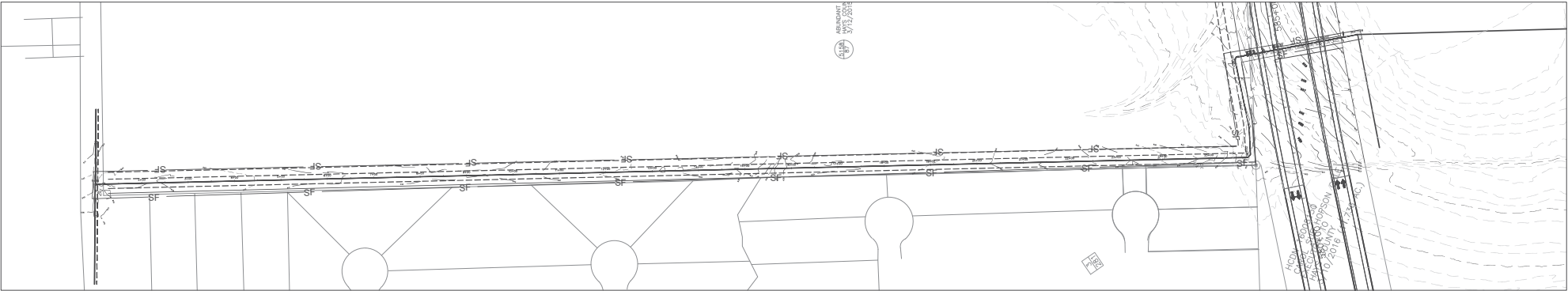
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THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS INCLUDING BUT NOT LIMITED TO OSHA SAFETY REQUIREMENTS.	HORIZONTAL SCALE: AS NOTED
	DRAWING DATE: SEPTEMBER 2020
	DRAWING STATUS: PRELIMINARY
	DRAWN BY: J.D.
	DRAWING DATE:



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
e-mail: ken@bettersworthassoc.com
TEXAS REGISTRATION No. F-11731

12" OFFSIDE WATERLINE STA 20+00 TO END
MAXWELL SUD WATERLINE EXTENSION FOR PALACE
WAY SUBDIVISION
CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

PROJECT #: 28932
REFERENCES
SHEET: SPP- 5 OF 8 SHEETS



Texas Commission on Environmental Quality
Water Pollution Abatement Plan
General Construction Notes

- Written construction notification must be given to the appropriate TCEQ, regional office no later than 48 hours prior to commencement of the regulated activity. Information must include the date on which the regulated activity will commence, the name of the approved plan for the regulated activity, and the name of the prime contractor and the name and telephone number of the contact person.
- All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on-site copies of the approved plan and approval letter.
- If any sensitive feature is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ, regional office must be immediately notified of any sensitive features encountered during construction. The regulated activities near the sensitive feature may not proceed until the TCEQ has reviewed and approved the methods proposed to protect the sensitive feature and the Edwards Aquifer from any potentially adverse impacts to water quality.
- No temporary aboveground hydrocarbon and hazardous substance storage tank system is installed within 150 feet of a domestic, industrial, irrigation, or public water supply well, or other sensitive feature.
- Prior to commencement of construction, all temporary erosion and sedimentation (E&S) control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. Controls specified in the temporary storm water action of the approved Edwards Aquifer Protection Plan are required during construction. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for the site situation. The controls must remain in place until disturbed areas are revegetated and the area has become permanently stabilized.
- If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize off-site impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).
- Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 90%. A permanent stake must be provided that can indicate when the sediment occupies 90% of the basin volume.
- Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).
- All spills (excess material generated) from the project site must be dealt with in compliance with proper E&S controls. For storage or disposal of spills at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spills at the other site.
- Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but no later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently ceased is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable. Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the site. In areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonal and conditions, stabilization measures shall be initiated as soon as practicable.
- The following records shall be maintained and made available to the TCEQ, upon request, the dates when major grading activities occur, the dates when construction activities temporary or permanently ceased on a portion of the site, and the dates when stabilization measures are initiated.
- The holder of any approved Edwards Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:
 - any physical or operational modification of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;
 - any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impair the ability of the plan to prevent pollution of the Edwards Aquifer;
 - any development of land previously identified as undeveloped in the original water pollution abatement plan.

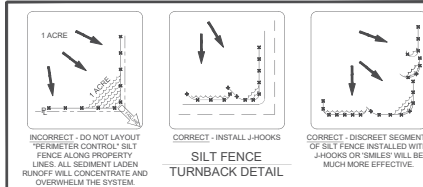
Austin Regional Office
2005 S. H. 35, Suite 400
Austin, Texas 78704-9902
Phone: (512) 339-9399
Fax: (512) 339-9785

San Antonio Regional Office
14200 Jackson Road
San Antonio, Texas 78249-4430
Phone: (210) 449-3950
Fax: (210) 449-3950

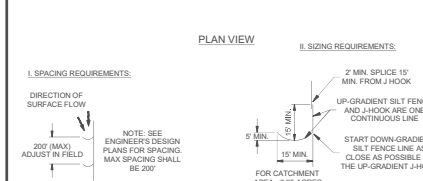
THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

- PRIOR TO COMMENCEMENT OF CONSTRUCTION, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND GOOD ENGINEERING PRACTICE. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE CONTRACTOR MUST REPLACE OR MODIFY THE CONTROL FOR THE SITE SITUATION. THE CONTROLS MUST REMAIN IN PLACE UNTIL DISTURBED AREAS ARE REVEGETATED AND THE AREAS HAVE BECOME PERMANENTLY STABILIZED. CORRECT INSTALLATION OF E&S WILL BE CONFIRMED AT THE PRE-CON MEETING.
- IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS TO WATER QUALITY (E.G., FUGITIVE SEDIMENT IN STREET BEING WASHED INTO SURFACE STREAMS OR SENSITIVE FEATURES BY THE NEXT RAIN).
- SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS NOT LATER THAN WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 90%. PERMANENT STATE MUST BE PROVIDED THAT CAN INDICATE WHEN THE SEDIMENT OCCUPIES 90% OF THE BASIN VOLUME.
- LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORMWATER DISCHARGES (E.G., SCREENING OUTFALLS, PICKED UP DAILY).
- ALL SPILLS (EXCESS MATERIAL) GENERATED FROM THE PROJECT SITE THAT ARE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS FOR STORAGE OR DISPOSAL OF SPILLS ON THE EDWARDS AQUIFER RECHARGE ZONE. THE OWNER OF THE SITE MUST RECEIVE APPROVAL OF A WATER POLLUTION ABATEMENT PLAN FOR PLACEMENT OF FILL MATERIAL OR MASS GRADING PRIOR TO THE PLACEMENT OF SPILLS AT THE OTHER SITE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT NO LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARY OR PERMANENTLY CEASED IS PRECLUDED BY WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE. IN AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL AND CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
- CITY INSPECTOR MAY REQUIRE ADDITIONAL CONTROL IF SITE CONDITIONS WARRANT.

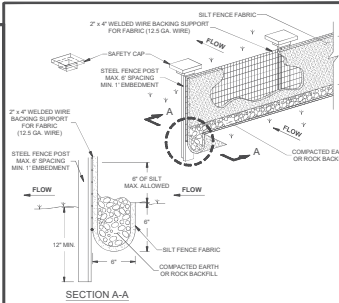
GENERAL EROSION AND SEDIMENT NOTES



SILT FENCE PLACEMENT FOR PERIMETER CONTROL

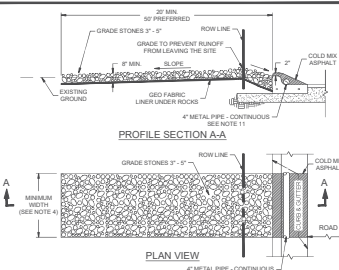


The City of San Marcos		SILT FENCE	
Engineering and Capital Improvements	CURRENT AS OF 1/1/2022	STANDARD NO.	642S-1-SM
RECORD COPY SIGNED BY	1/1/2022	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	2.02.2
LAURIE MOYER, P.E.	ADOPTED		



- NOTES:
- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS SHALL MATCH THE TOP OF THE FENCE. POSTS MUST BE EMBEDDED A MINIMUM OF 12" INTO THE GROUND.
 - THE TOP OF THE SILT FENCE SHALL BE TRENCHED WITH A GRADE OR MECHANICAL TRENCHER, SO THAT THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 12" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAIN IN THE GROOVE AND BACKFILLED WITH COMPACTED MATERIAL.
 - SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOODEN WIRE, WHICH IS TURNED ATTACHED TO THE STEEL FENCE POST.
 - INSPECTION SHALL BE MADE WEEKLY AND REPAIR OR REPLACEMENT SHALL BE MADE WITHIN 24 HOURS OF INSPECTION.
 - SILT FENCE SHALL BE REMOVED WHEN THE SITE IS PERMANENTLY STABILIZED SO AS NOT TO BLOCK OR IMPED STORM FLOW OR DRAINAGE.
 - IF THE SILT FENCE IS NOT REMOVED WITHIN 24 HOURS WHEN IT REACHES A DEPTH OF 4" OR AS DIRECTED BY OWNER, THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT IT WILL NOT CONTRIBUTE TO AIR QUALITY IMPACTS.
 - INSTALL J-HOOK SPACING PER ENGINEER'S DESIGN, BUT NOT TO EXCEED 200'

The City of San Marcos		SILT FENCE	
Engineering and Capital Improvements	CURRENT AS OF 1/1/2022	STANDARD NO.	642S-1-SM
RECORD COPY SIGNED BY	1/1/2022	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	2.02.2
LAURIE MOYER, P.E.	ADOPTED		



- NOTES:
- STONE SIZE: 3/4" OPEN GRADED ROCK.
 - LENGTH: 50' PREFERRED OR AS EFFECTIVE BUT NOT LESS THAN 20'.
 - THICKNESS: NOT LESS THAN 12" THICK.
 - WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF DISPERGENCE.
 - MAINTENANCE: WHEN NECESSARY, VEHICLES SHALL BE CLEARED TO REMOVE SEDIMENT PRIOR TO ENTRANCE INTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH GRASSED STONE THAT DRAINAGE INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY PUBLIC ROADWAY.
 - MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC GRADING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASUREMENT DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENT THAT IS SPILLED, DRIFTED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
 - DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF.
 - WHEN ALL SITE WORK IS COMPLETED, REMOVE STABILIZED CONSTRUCTION ENTRANCE COMPLETELY. REGRADE TO ORIGINAL LOCATION, ELEVATION AND RESTORE TO MATCH EXISTING OR PROPOSED CONDITIONS.
 - TOP OF GRADE STONES SHALL MATCH TOP OF EXISTING PAVEMENT OR CURB, COLD MIX ASPHALT & 4" METAL PIPE OR ALTERNATIVE WILL NOT BE REQUIRED WHERE THERE IS NO CURB OR DRAIN.
 - PRE-FABRICATED CURB RAMP ARE AN ACCEPTABLE ALTERNATIVE TO COLD MIX ASPHALT & 4" METAL PIPE.

The City of San Marcos		STABILIZED CONSTRUCTION ENTRANCE	
Engineering and Capital Improvements	CURRENT AS OF 1/1/2022	STANDARD NO.	641S-1-SM
RECORD COPY SIGNED BY	1/1/2022	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	2.02.2
LAURIE MOYER, P.E.	ADOPTED		

BETTERSWORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

PH: 830.379.5552 FX: 830.379.5553

e-mail: ken@betterworthassoc.com

TEXAS REGISTRATION No. F-11731

EROSION AND SEDIMENTATION PLAN

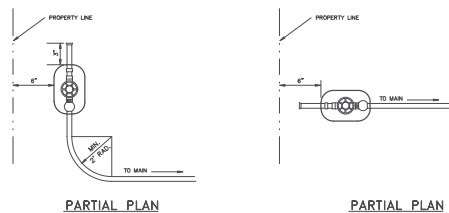
MAXWELL SUD WATERLINE EXTENSION FOR PALACE
WAY SUBDIVISION

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

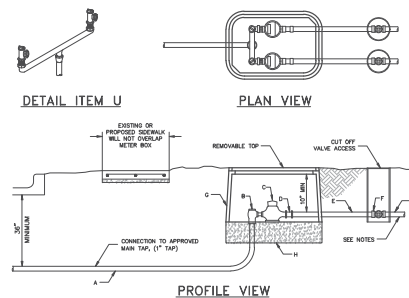
PROJECT # - 28032

REFERENCES

SHEET: SP- 6 OF 8 SHEETS



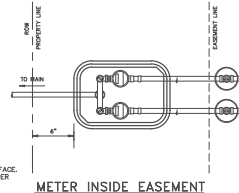
UNIMPROVED STREET
3/4" THRU 2"



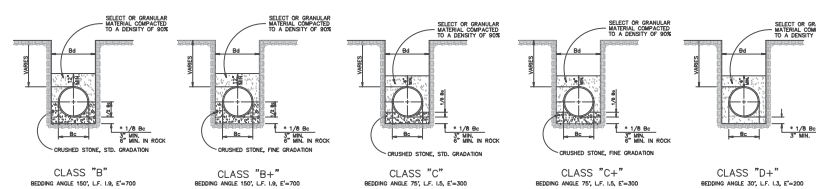
MATERIALS		
LABEL	ITEMS	METER SIZE
A	POLYETHYLENE TUBING SD7 CLASS 200, ASTM 2239	5/8" 3/4"
B	APPROVED ANGLE METER STOP WITH PADLOCK WING. (FORD TYPE Q COMPRESSION FITTING OR APPROVED EQUIVALENT) FORD K353-4448	5/8" 3/4"
C	WATER METER PER MAXWELL WSC SPECIFICATIONS	5/8" 3/4"
D	WATER METER COUPLING - CONNECTION SHIRL NUT	5/8" 3/4"
E	CUSTOMER YARD VALVE - AS SPECIFIED	REQUIRED
F	CUSTOMER CUT-OFF PIPE IN VALVE BOX WITH LID	REQUIRED
G	6" COMPACTED SAND	REQUIRED
H	1" BRANCH CONNECTION (COMPRESSION - TYPE FITTING) FORD K 333	1x3/4" 1x3/4"

- NOTES**
1. TOP OF METER BOX SHALL BE 1" ABOVE GRADE AFTER REVEGETATION OR FLUSH WITH SURFACE
 2. FOR PIPES AND FITTINGS OUTSIDE THE METER BOX SHALL BE EMBEDDED AND BACKFILLED PER SPECIFICATIONS.
 3. WATER METER WILL BE HORIZONTALLY CENTERED WITH THE METER BOX.
 4. CUT-OFF VALVE AND CONNECTION TO YARD PIPING TO BE SUBMITTED FOR APPROVAL.
 5. METERS WILL BE SUPPLIED BY CONTRACTOR FOR COMMERCIAL ACCOUNTS.
 6. ALL PARTS WILL BE PER MAXWELL MCO STANDARD PRODUCTS LIST.
 7. SERVICE LINE TO APPROVED BACKFLOW PREVENTION NONE SINGLE FAMILY RESIDENTIAL LOTS WHEN REQUIRED.

IMPROVED STREET
5/8" THRU 3/4"

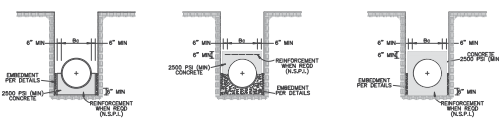


METER INSIDE EASEMENT



EMBEDMENT FOR WATER CONDUITS						
TYPE OF PIPE	IN EARTH			IN ROCK		
	0'-8"	8'-16"	>16'	0'-8"	8'-16"	>16'
16" AND SMALLER DUCTILE IRON WATER PIPE	D+	C	B	C	C	B
18" AND LARGER DUCTILE IRON WATER PIPE	B+	B	B	C	B	B
ALL PVC WATER PIPE	C+	B+	B+	C+	B+	B+

EMBEDMENT DIMENSIONS			
PIPE DIAMETER (INCHES)	KIND OF PIPE	EXTERNAL DIAMETER B ₁ (INCHES)	TRENCH WIDTH B ₂ (INCHES)
6"	PVC	6.90	24
6"	DI	6.90	24
8"	PVC	9.05	25
8"	DI	9.05	25
10"	PVC	11.10	27
10"	DI	11.10	27
12"	PVC	13.20	29
12"	DI	13.20	29
16"	DI	17.40	33
18"	DI	19.50	36
20"	DI	21.60	36



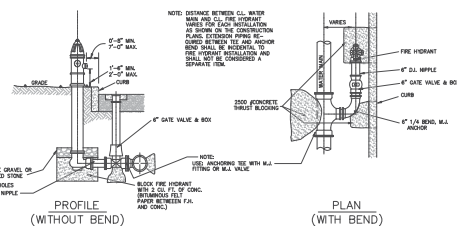
CONCRETE CRADLE DETAILS

CONCRETE SADDLE DETAILS

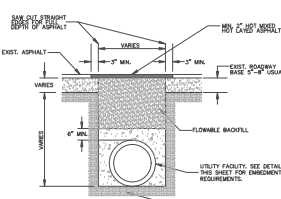
CONCRETE ENCASEMENT DETAILS

- NOTES: ENCASEMENT MAY BE PLACED TO
TRENCH WIDTH. (N.S.P.A.)
USE COLLAR DETAILS FOR FULL
LENGTH CONCRETE ENCASEMENT,
AS SHOWN ON PLANS.

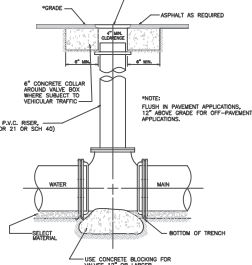
2 EMBEDMENT DETAILS



③ FIRE HYDRANT INSTALLATION

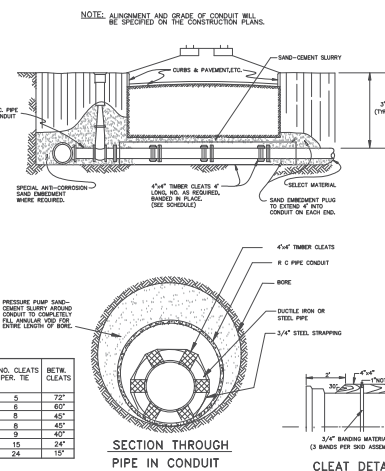


4 BACKFILL AND PATCH PAVEMENT



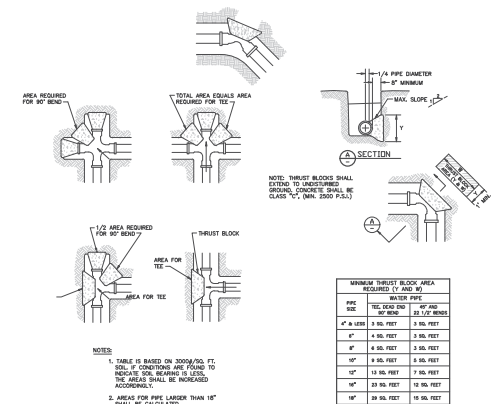
5 GATE VALVE W/ VALVE BOX
N.T.S.

CARRIER PIPE SIZE	CASING PIPE SIZE	CASING PIPE THICKNESS	NO. CLEATS PER. TIE	BETW. CLEATS
8"	16"	1/4"	5	72"
12"	18"	1/4"	6	60"
16"	24"	5/16"	8	45"
20"	36"	3/8"	8	45"
24"	42"	7/16"	9	40"
30"	48"	1/2"	15	24"
36"	60"	5/8"	20	24"



SECTION THROUGH
PIPE IN CONDUIT

CLEAT DETAIL



⑦ THRUST BLOCK DETAILS



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item:

Authorize payment to On Site Services in the amount of \$500.00 for the Transportation Department related to mandatory quarterly, random Department of Transportation (DOT) drug screenings in which no purchase order was issued as required per the Hays County Purchasing Policy. **JONES/BORCHERDING**

Summary:

The Transportation Department, as required by the Texas Department of Transportation (DOT), scheduled a mandatory quarterly, random drug screening with an extra test running the total to \$500.00 for these two invoices. Funds are available within the operating budget for this service.

Attachments: On Site Services Invoice #297120 for \$450.00 & #290719 for \$50.00.

Fiscal Impact:

Amount Requested: \$500.00

Line Item Number: 020-710-00.5335

Budget Office:

Source of Funds: ROAD & BRIDGE GENERAL FUND

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: NO

G/L Account Validated Y/N?: Yes, Employment Testing

New Revenue Y/N?: N/A

Comments: N/A

Attachments

On Site Services Invoices

ON SITE SERVICES

8711 Burnet Road
Suite A-6
Austin, TX 78757
USA

Voice: 512-407-8111

Fax: 512-407-8222

RECEIVED**JUL 19 2022**

Hays County
Transportation Department

INVOICE

Invoice Number: 297120

Invoice Date: Jul 11, 2022

Page: 1

Bill To:

Hays County Transport. Road & Bridge
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Ship to:

Hays County Human Resources
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Customer ID	Customer PO	Payment Terms	
HAYCOU		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/10/22

Quantity	Item	Description	Unit Price	Amount
10.00	DSR	Drug Screen - Random - DOT	45.00	450.00
<div>Received In The Office JUL 14 REC'D Hays County Auditor 020-710-00,5335 Ee Testing</div> <div>ENTERED AUG 02 2022</div> <div>Sh Miller 7/13/22</div>				
Subtotal				450.00
Sales Tax				
Total Invoice Amount				450.00
Payment/Credit Applied				
TOTAL				450.00

Check/Credit Memo No:

ON SITE SERVICES

8711 Burnet Road
Suite A-6
Austin, TX 78757
USA

Voice: 512-407-8111

Fax: 512-407-8222

RECEIVED**JUL 19 2022**

Hays County
Transportation Department

INVOICE

Invoice Number: 290719

Invoice Date: Jul 11, 2022

Page: 1

Bill To:

Hays County Transport. Road & Bridge
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Ship to:

Hays County Human Resources
Shari Miller
712 S. Stagecoach Trail #1063
San Marcos, TX 78666

Customer ID	Customer PO	Payment Terms	
HAYCOU		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/10/22

Quantity	Item	Description	Unit Price	Amount
2.00	BAR	Breath Alcohol Random Test	25.00	50.00
<p>Received in The Office</p> <p>JUL 14 REC'D</p> <p>Hays County Auditor</p> <p>020-710-00.5335 (P)</p> <p>E. Iestny</p> <p>6/28/22</p> <p>ok Tony Walker</p> <p>ok Shari Miller 7-13-22</p>				
Subtotal				50.00
Sales Tax				
Total Invoice Amount				50.00
Payment/Credit Applied				
TOTAL				50.00

Check/Credit Memo No:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Authorize an amendment to the FY22 Statewide Automated Victim Notification Service (SAVNS) grant contract through the Office of the Attorney General related to a change in vendor name. **BECERRA/T. CRUMLEY**

Summary

On July 22nd, the Office of the Attorney General sent notification to all grantees that the vendor for SAVNS service, formerly known as Appriss, Inc., has had a legal change of name and is now known as Appriss Insights, LLC. Due to this change the OAG has requested grantees sign an amendment to the grant contract with the updated vendor name listed. There is no change in funding. Contracts must be signed and returned by August 31, 2022.

Attachments

FY22 SAVNS Contract Amendment

FIRST AMENDMENT TO GRANT CONTRACT

OAG CONTRACT NO. 2218915 -01

THIS CONTRACT AMENDMENT is made and entered into by and between the Office of the Attorney General of the State of Texas, hereinafter referred to as “OAG” and Hays County, hereinafter referred to as “Grantee,” for certain grant funds.

INDUCEMENTS

Whereas, the OAG and Grantee agreed to and executed that certain GRANT CONTRACT identified as OAG Contract No. 2218915, hereinafter referred to as the “Original Contract.”

Whereas, the OAG and Grantee desire to amend and/or modify, alter, excise or add certain terms, conditions and/or mutual covenants of the Original Contract as set forth hereinafter.

Whereas, the OAG and Grantee intend to create a new contract consisting of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this FIRST AMENDMENT TO GRANT CONTRACT and the remaining unchanged provisions of the Original Contract.

NOW, THEREFORE, in consideration of the inducements, mutual covenants and conditions herein contained, the parties agree as follows:

SECTION 1. AMENDED SECTIONS OF ORIGINAL CONTRACT

1.1 Amend PURPOSE OF THE CONTRACT. The OAG and Grantee agree to amend the Original Contract provision Section 1 to read as follows:

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is now called Appriss Insights, LLC., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas, due to a corporate change in name from the vendor's original name of Appriss, Inc.

SECTION 2: ENTIRE AGREEMENT

The entire agreement between the OAG and Grantee consists of the new amended and or modified, altered, excised or added terms, conditions and/or mutual covenants of this FIRST AMENDMENT TO GRANT CONTRACT and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

In Witness Whereof, the Parties Have Signed and Executed this Contract in Duplicate Counterparts.

OFFICE OF THE ATTORNEY GENERAL

Hays County

Printed Name: _____

Office of the Attorney General

Printed Name: Ruben Becerra _____

Authorized Official

Certificate Of Completion

Envelope Id: 1613894E0B554F78892BEBFD994C595A

Status: Sent

Subject: Please DocuSign: FY 2022 SAVNS Contract Amendment for Vendor Name Change

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 7

Initials: 0

Karly Watson

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Karly.Watson@oag.texas.gov

IP Address: 204.64.55.14

Record Tracking

Status: Original

Holder: Karly Watson

Location: DocuSign

7/22/2022 11:58:54 AM

Karly.Watson@oag.texas.gov

Signer Events**Signature****Timestamp**

Ruben Becerra

Sent: 7/22/2022 11:58:55 AM

judge.becerra@co.hays.tx.us

Viewed: 7/22/2022 3:07:00 PM

Hays County Judge

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

Accepted: 7/22/2022 3:07:00 PM

ID: 5508ef1d-bd9c-4fe6-aadc-43c1b08dbf60

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

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

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

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

Not Offered via DocuSign

General Counsel – Contract Attorneys

Signing Group: General Counsel – Contract
AttorneysSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
General Counsel, Contracts		
Signing Group: General Counsel, Contracts Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
GCD Contracts GCDContracts@oag.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
GAD Grants@oag.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2022 11:58:55 AM
Payment Events	Status	Timestamps

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

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

To contact us by email send messages to: servicedesk@oag.texas.gov

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

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To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

CUTLER

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services. **INGALSBE/CUTLER**

Summary:

See attached Amendment.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 001-618-03.5361

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Contract Inmate Detention

New Revenue Y/N?: N/A

Comments:

Attachments

Burnet First Amendment

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND BURNET COUNTY FOR JAIL SERVICES**

This First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services, attached as Exhibit "A" and executed June 14, 2022 ("First Amendment") is made this 15th day of July, 2022, by and between Hays County, a political subdivision of the State of Texas (herein referred to as "HAYS"), and Burnet County, a political subdivision of the State of Texas (herein referred to as "BURNET"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Article II, Section 10 of the Agreement shall be amended to reflect the following modifications (omit stricken language and add underlined language).

10. **TRANSPORTATION AND OFF-SITE SECURITY:** HAYS is generally ~~solely~~ responsible for the transportation of inmates between the BURNET County Jail and the HAYS Facility. Upon HAYS' request, BURNET may provide transportation services for HAYS inmates between the Burnet County Jail and the Hays County Jail, if BURNET has the appropriate resources and is willing to conduct such transports. Such transports between facilities shall utilize a minimum of two (2) guards at the rate in Section 13 below, and shall be invoiced in accordance with Article 2, Section 7 above. BURNET also agrees to provide ambulance and other transportation for HAYS inmates to and from local off-site medical facilities at the rate in Section 13 below and will invoice HAYS in accordance with Article 2, Section 7.

Article II, Section 13 of the Agreement shall be amended to reflect the following modifications (omit stricken language and add underlined language).

13. **GUARD SERVICE:** BURNET will provide guard services for transportation and off-site medical necessities for HAYS inmates as requested or required by the circumstances or the by law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum 2 guards per transport). BURNET shall provide HAYS with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services is hereby executed and effective this 15th day of July, 2022, as is evidenced by the authorized signatures of the Parties, below.

BURNET COUNTY

By: 
Title: _____

HAYS COUNTY

**RUBEN BECERRA
COUNTY JUDGE**

ATTEST: _____

**ELAINE CARDENAS
HAYS COUNTY CLERK**



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

T. CRUMLEY

Sponsor:

Agenda Item:

Authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 4 building in the amount of \$800.00 and execute the updated systems monitoring agreement and amend the budget accordingly. **SMITH / T. CRUMLEY**

Summary:

Building Maintenance and Security One (our alarm monitoring company) would like to install a Cellular Communicator to our current fire alarm system located at Precinct 4. The installation of this piece of equipment will increase the alarm call reliability and stop false trouble calls. Installation and equipment costs are \$800. If installed, there will also be a monthly increase of \$30 to the existing fire alarm monitoring costs to that building.

Fiscal Impact:

Amount Requested: \$800.00

Line Item Number: 001-695-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

\$800 - Increase Misc. Equipment_Ops 001-695-00.5719_400

(\$800) - Decrease Bldg Maint & Repair 001-695-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment

New Revenue Y/N?: N/A

Comments:

Attachments

Security One Agreement PCT 4

Security One, Inc
716 W. Byrd Blvd
Universal City, TX 78148
210-341-8900



WORK ORDER

NAME Hays County Precinct 4 PHONE _____
ADDRESS 195 Roger Hanks Parkway
CITY Dripping Springs TEXAS 78620
BILLING # 805323-02 CSID # 56-15-2619 ☒ Tax Exempt
DATE July 21, 2022 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope of Work:

Add fire alarm rated cell communicator to fire alarm system. Includes one time charge for equipment and installation. Connect to fire alarm panel, cell communicator will serve as sole means of fire alarm communication and phone lines will not longer be required.

Cell service rate is \$30/month, added to existing fire alarm monitoring of \$30/month.
Total rate is \$60/month includes cell and fire alarm monitoring services.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	UL listed Fire Alarm Cellular Communicator.	\$800.00	\$800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$800.00
		Tax	
		TOTAL	\$800.00

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001

1. INSTALLATION: **1.1** The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all the material and labor necessary for the installation.

2. PRICE, PAYMENT, AND OWNERSHIP: **2.1** The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.

4. WARRANTY: The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event, it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event, any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:
(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and (b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



License B3192 & ARC1165

FIRE ALARM SYSTEM AGREEMENT

This agreement is made between, Hays County Precinct 4 195 Roger Hanks Parkway

hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on July 21, 2022

Schedule of Selected Services	Security One	Customer
System Installation (See 1A and Proposal)	<u>X</u>	<u>X</u>
Fire System Monitoring (See 2A)	<u>X</u>	<u>X</u>
Fire System Repair (See 2B)	<u> </u>	<u> </u>
Required Smoke Det. Sensitivity Testing (See 2B)	<u> </u>	<u> </u>
Required Fire System Inspections (See 2B)	<u> </u>	<u> </u>

1. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The sum of \$ 800.00, shall be paid 50% down and 50% upon completion and activation of system for the services selected on the Installation of System addendum.

(B) The Customer agrees to pay a monthly fee of \$ 60.00/month plus tax, which shall be on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed a late fee of \$5.00 a month. The monthly fee is for the services provided only.

(C) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

2. SERVICES SELECTED: **(A) FIRE ALARM MONITORING**

Monitoring services consist of the receipt, analysis and response of systems monitored under this agreement. The Company will make every reasonable attempt to verify the alarm signal and notify the proper authorities upon the receipt of a signal.

(B) FIRE SYSTEM REPAIRS, REQUIRED FIRE SYSTEM INSPECTIONS, SMOKE DETECTOR SENSITIVITY TESTING

The Company, will perform the above listed services at the current prevailing rate:

The current prevailing rate is \$ 125.00 per hour (Initial)

☐ Customer has chosen to include inspections in their monthly fee, see the attached addendum.

Repairs, Inspections, and Sensitivity Testing performed M-F between 8 a.m. and 5 p.m. excluding holidays. All services requested by the customer outside of these hours will be billed at 1.5 times the hourly rate with a minimum 2-hour charge. Fire System Repairs are on a Time and Materials basis.

A trip charge of \$2.62 per mile will be assessed on all sites located more than 50 miles from the Alamo as determined by Google maps.

Rates are subject to change at any time and without notice. (Initial)

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

(A) This agreement shall remain in full force and effect for 36 months from the date of this agreement. It shall continue from year to year thereafter unless either party gives written notice to the other of their intent to discontinue service. The notice, if given, shall be in writing, and sent to the address shown on the proposal form and shall be given thirty days in advance. The Customer may cancel this agreement at any time after the 36-month term has ended by giving a thirty (30) day notice in writing. The company shall be permitted from time to time to increase the monthly fee by an amount not to exceed ten percent per year. The monthly fee shall not increase during the initial term of the agreement.

(B) In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

4. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

5. OWNERSHIP OF THE SYSTEM

It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

6. MECHANIC'S LIEN

The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

7. NOTICE TO CUSTOMERS

By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

8. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees.

9. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause may continue.

Customer Signature

Security One, Inc.

Rev 12/18/2017

10. SIGNAL TRANSMISSION

(A) **DIGITAL COMMUNICATOR** – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility.

(B) **RADIO FREQUENCY** (Available at additional cost if selected and requested in writing by The Customer on attached proposal.)

The System transmits signals by radio frequency. The Customer understands that a radio system is not supervised and requires an operable antenna, and non-interference with radio waves transmission for a signal to be transmitted and received by the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

11. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

12. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, its agents, servants, or employees.

13. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:

The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.

The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

14. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 14 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

15. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

17. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No. B-3192 issued by the Texas Department of Public Safety Texas Private Security Bureau, P.O. Box 4087, Austin, Texas 78773, (512)424-7729, and (B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



CUSTOMER OVERVIEW

I, Hays County Precinct 4 on July 21, 2022 **UNDERSTAND THAT:**

- It is understood that the ownership of The System remains with The Customer.
- I am required to pay the monthly fee for the duration of the agreement between Security One, Inc. and myself.
- Security One, Inc. is not insuring my property or the property of any other person.
- The system does not guarantee prevention of property loss or injury to anyone.
- The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.
- The system will not report to the monitoring station if the phone service is interrupted in any way.
- Cellular radio reporting is available should I desire to add it to my system.
- It is my responsibility to obtain an alarm permit if one is required.

I HAVE RECEIVED A COPY OF THIS OVERVIEW.

Customer Signature

Security One, Inc.

SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

**INFORMATION SHEET****SITE INFORMATION**

Name Hays County Precinct 4
Address 195 Roger Hanks Parkway
City Dripping Springs
State TX Zip code 78620
Phone _____

BILLING/MAILING INFO (if different from site)

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

Cross Street _____ Password _____
Email address _____ Email billing? Yes No
Police PD Fire FD

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)

USE BELOW LISTED INFORMATION FOR optional**Monitoring Only****Installation Only****Both**

Name of Financial Institution _____
Name on Account _____
Banking Account # _____
Bank Routing # _____

FOR ADDITIONAL ACCOUNT INFO**Installation Only**

I understand that installation charges will be processed the Friday before the installation: _____

How did you hear about us?

Yellow Pages

Current Customer

Police Officer

Our Website

Other

Referred by: Current Customer Credit _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Approve the rejection of all bids related to IFB 2022-B09 RM 12 at RM 3237 Intersection. **SMITH/BORCHERDING**

Summary

Purchasing received three bids to solicitation IFB 2022-B09 RM 12 at RM 3237 Intersection. After review by the evaluating committee, it is the recommendation to reject all bids due to the low bid being 58.4% over the engineer's estimate and exceeding the amount budgeted for this project.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item

Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction, but do not sell, in accordance with 263.152 (a) (3) (4).

BECERRA/VILLARREAL-ALONZO

Summary

The Purchasing Office would like to hold an online auction to dispose of surplus county property pursuant to Texas Local Government Code 263.152 (a)(1). The auction will run for approximately two weeks. Directions for bidding on items can be found on the Rene Bates Auctioneers website at www.renebates.com.

Purchasing is also requesting approval to properly dispose of items that do not sell in the online auction in accordance with Texas Local Government Code 263.152 (a) (3) (4).

Attachments

Department List Of Auction Items

Law Library Auction List

Miscellaneous Items for Auction							
Lot Number	Department	Item Description	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
Lot 1	Auditor 1	15 miscellaneous paper organizers/trys/wallpockets, 10 Thermal Paper Rolls (1.75" x 230"/44mm x 703) per roll, 100 Rolodex refill cards (NEW), 240 Rolodex card protectors,(3) Rolodex organizers, and (2) post-it pop up notes dispenser, (6) Xerox 8R12896, (3) Xerox R1-Black Toner, (1) Xerox R2, (1) Xerox R3, (2) Xerox K 006R01509 Black, (2) Xerox Work Centre 3655/106R02742, (1) HP Laser Jet 36A (CB436A), (1) HP P2015 Toner Cartridge, (1) HP Toner Catridge AC-H0364XC, (1) Xerox replacement Cartridge for HP LaserJet 5200 series, (1) replacement for CC364X printer model HP-P4515 Black K, (1) Xerox Black Toner for HP Printers 4200, 4200N, 4200TN, 4200DTN, 4200DTNS,& 4200DTNSL, (2) Xerox Black Toner for HP Printer S400 Series & 4050 Series, & (1) replacement C8543X , 2 boxes copy paper 2300 continuous sheets 813212, 1 box blank paper tags, 1 battery operated time and date stamp		712 S. Stagecoach Trl, Suite 1071, San Marcos, TX 78666	Jackie Garza	jackie.garza@co.hays.tx.us	512-393-2271
Lot 2	Auditor 2	1 swingline 500M paper shredder (not working), Nimlok Compact Display and Exhibit System, KVC-5 Kenwood Vehicle Battery Charger, Jensen Mobile Video System,1 ELVS-520 mini TV display, 1 Infocus Projector, 6 - Garmin GPS Map76CS (5), 1 box misc. phone cases and accessories(mainly iPhone), 1 Dell Laptop Backpack, 1 leather laptop crossbody bag, 1 case logic laptop backpack, 1 lowerpro camera case, 1 Kensington Keyboard tray, 3 piece chair cushion set, 1 wrist rest for keyboard, 1 Ativa MD 460 Paper Shredder, 1 Fellowes OD1500C Paper Shredder, 5 Telehook TH-1032-VFM television & projection mount, 1 microsoft ergonomic keyboard KV-0462, 1 Dellll wireless keyboard, 1 logitech wireless mouse, 1 Box misc computer supplies (speakers, mice, headsets, cords)	Swingline will not shred, door sensor is broken and will not allow shred because it thinks the door is open	712 S. Stagecoach Trl, Suite 1071, San Marcos, TX 78666	Jackie Garza	jackie.garza@co.hays.tx.us	512-393-2271

Miscellaneous Items for Auction										
Lot Number	Department	Year	Make	Model	Serial Number	Item Description	Pick Up Location Address	Point of Contact	Email Address	Phone Number
Constable 3										
HCC3 - Lot 1	Constable Pct.3	2007	Chevy	Tahoe	I6NEC03037R409907		200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 2	Constable Pct.3	2008	Dodge	Charger (38)	2B3KA43G18H180636		200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 3	Constable Pct.3	2008	Dodge	Charger (36)	2B3KA43G58H180638		200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 4	Constable Pct.3					Emergency light	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 5	Constable Pct.3					Whelen Siren Remote Pack Strobe, Harris Speaker, Setina Dual In-car Gun Rack, Watchguard system Dvi Overhead and Signal Pro 1000 Radar Unit	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 6	Constable Pct.3					Modules and brackets	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 7	Constable Pct.3					Brackets, James King & Co. Model 1005 Flares, Orion Flares, Cones, and White Rain Boots	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 8	Constable Pct.3					Large weather tech trunk storage, armrest, seadog cup holder, Triple outlet CA-0103, and Light Box	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 9	Constable Pct.3					Holster (3), AR (3), Rifle Bag (5), 12 g case (3)	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 10	Constable Pct.3					Air compressor	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 11	Constable Pct.3					Yeti Cooler	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532
HCC3 - Lot 12	Constable Pct.3					Filing cabinets (4) 4 drawers	200 Stillwater Wimberly, TX 78676	Maria Castro	maria.castro@co.hays.tx.us	512-847-5532

Miscellaneous Items for Auction

Lot Number	Department	Asset Tag	Item Description	Pick Up Location Address	Point of Contact	Email Address	Phone Number
1	Constable 5		Gun Rack: Model G5710T-X, Serial: #0818/11	500 Jack C Hays Trail, Buda, TX 78610	Sergeant Cody Feagan	cody.feagan@co.hays.tx.us	512-878-6604
2	Constable 5	11981	Light Bar	500 Jack C Hays Trail, Buda, TX 78610	Sergeant Cody Feagan	cody.feagan@co.hays.tx.us	512-878-6604

Miscellaneous Items for Auction

Lot Number	Department	Item Description	Pick Up Location Address	Point of Contact	Email Address	Phone Number
County Clerk						
1	County Clerk	(1) Green Plat Cabinet, (2) 5 ft', 5 drawer, beige metal filing cabinets	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809
2	County Clerk	3- Sony Color Video Cameras w/Mounts, 1- HP All in One Monitor, 9- Keyboards, 1- SonySuperExwave Color Video Cameras, 1- Belkin Omniview Soho KVM Smith w/ Audio	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809
3	County Clerk	10- Shure microphones with and without dock and in box, 10- Horizon Splitter Isolated Mic Splitters, 1- Audio Equipment w/ cords, 2- Mics w/ wodden stands, 1- speakers, 6- microphone w/ on/off panel	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809
4	County Clerk	1- Kramer Picture in Picture inserter, 1- 60 Watt Output Class 2, 1- Lanier Model Rd -5 -1, 1- Dlink- Hays Co Serial #P1BH5A3009951	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809
5	County Clerk	1- Dymo Label writer 450 Twin Turbos and 1- Dymo Label Writer 450, 1 - Ativa DX180 D Paper Shredder	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809
6	County Clerk	2- Swingline Model F1690 Auto Stapler, 5- Canon BX-3 BJ Fax Cartridges, 12- Canon P23-DHV Calculators	712 S. Stagecoach Trl, Suite 2008, San Marcos, TX 78666	Cynthia Millonzi	cynthia.millonzi@co.hays.tx.us	512-393-2809

Miscellaneous Items for Auction													
Lot Number	Department	Asset/Tag Number	Year	Make	Model	Miles	Serial Number	Item Description	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
District Attorney													
HCDA - Lot 1	HCDA - BPD 18-1325	Seized 18-06179	2007	Mercedes Benz	E-350	unknown	WDBUF56X57B113098	2007 Black Mercedes Benz	will need to be towed	405 East Loop St. Building 200, Buda, Texas 78640	Brandon Hale	bhale@ci.buda.tx.us	512-312-1001
HCDA - Lot 2	HCDA		2006	Ford	Taurus		1FAFP53216A228100	2006 White Ford Taurus	Transmission needs work. Dead battery/ Driver side crack in winshield	712 S. Stagecoach Trail, Ste 2057 San Marcos, TX 78666	Matt Grantham	matthew.grantham@co.hays.tx.us	512-393-7618
HCDA - Lot 3	HCDA - TxST UPD	Seized 201800004970-024 Seized 201800004970-082 Seized 201800004970-051		ASTRO Beats Sony	A10 A1796 CUH7115B		FL6TN2JNH8VH MD857601030	Astro Headset/PS4 Manuals/earbuds, Rosegold & white wireless headphones, PS4 PRO Console with cord, Wireless Controller	box open/no visable defects	615 North LBJ, San Marcos, TX 78666 NUESES BUILDING	Nancy Arnwine	n_a190@txstate.edu	512-245-5186
HSDA - Lot 4	HCDA - TxST UPD	Seized 201800004970-028 201800004970-052		HP ENVY INSIGNIA	15M-BQ021DX NS-55DR620NA18		8CG72627LX MQKHCYA000005	Laptop 4K Ultra HD 55 in. LED TV with Roku	18-0710 Seized Item	615 North LBJ, San Marcos, TX 78666 NUESES BUILDING	Nancy Arnwine	n_a190@txstate.edu	512-245-5186
HCDA - Lot 5	HCDA - KPD 18-2855	Seized 2018-39707	2000	Honda	Accord		195,275 1HGCG2251YA006765	2000 Honda Accord	Paint chipping/fading on front and back	520 FM 150 Kyle, Texas 78640	Jenna Hix	jhix@cityof kyle.com	512-772-6001
HCDA - Lot 6	HCDA - BPD 17-2480	Seized 17-13320	2003	Mercedes Benz	E-320	unknown	WDBUF65J83A290098	2003 White Mercedes Benz	was running when seized. body damage shown in pictures, rear bumper / front bumper, headliner falling down near sunroof, will need to be towed.	405 East Loop St. Building 200, Buda, Texas 78640	Brandon Hale	bhale@ci.buda.tx.us	512-312-1001
HCDA - Lot 7	HCDA - KPD 19-1223	Seized 2019-15621	2005	Dodge	Ram 2500 4X4	346,714	3D7KS28C05G748625	2005 Dodge Ram	Major front end damage / not driveable	520 FM 150 Kyle, Texas 78640	Jenna Hix	jhix@cityof kyle.com	512-772-6001
HCDA - Lot 8	HCDA - APD 19-2960	Seized D-1-DC-19-207748	2006	Ford	F350	202,366	0K0926100	2006 Ford F350	Driver door missing / modified truck bed, batteries need replacement	Austin Police Department	Brent Mullinix	brent.mullinix@austintexas.gov	737-262-9535
HCDA - Lot 9	HCDA - SMPD-21-2375 -Seizure	Seized N21064					none	Two gold men's rings w/ inlaid diamonds & one mens bracelet w/inlaid diamonds	no visible defects	2300 IH 35 South, San Marcos, TX 78666	Sgt. T. Villanueva	tvillanueva@sanmarcostx.gov	512-754-2204
HCDA - Lot 10	HCDA - GCNTF 20-0903 - Seizure	Seized 20P000084					GCSO Property #88664 #88666 #88667, #88668, #88669 #88670	Versace Glasses / Versace Belt with Medussa belt buckle / Air Jordan 11 Retro white / Air Jordan 4 Retro grey / Ar Jordan 4 Retro SE Red / Air Jordan 4 SE white and blue	no visible defects Jordans: Look brand new with extra blue & white & black laces still attached. In original box.	2617 N. Guadalupe St., Seguin, TX 78155	Heather Donohue	gwendolyn.donohue@co.guadalupe.tx.us	830-379-1244 X2230
HCDA - Lot 11	HCDA -County property	879001923					none	mail cart, shredders, chairs, TV stand	all items are broken	712 S. Stagecoach Trail, Ste 2057 San Marcos, TX 78666	Emily Sierra	emily_sierra@co.hays.tx.us.	512-393-7600

Miscellaneous Items for Auction

Lot Number	Department	Asset/Tag Number	Serial Number	Item Description	Known Defects	Other General Remarks	Pick Up Location Address	Point of Contact	Email Address	Phone Number
DC-1	District Clerk			50.5" tall - Four Drawer - Filing Cabinet			712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
				52 1/4" tall - Eight Drawer - Card File Filing Cabinet			712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660
				28 x 18 1/4 x 26 1/2 - Two Drawer Filing Cabinet			712 S. Stagecoach Trl, Suite 2211, San Marcos, TX 78666	Tammy Crosby	tammy.crosby@co.hays.tx.us	512-393-7660

Lot Number	Department	Asset/Tag Number	Quantity	Model	Serial Number	Item Description	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
Information Technology											
IT - Lot # 1	IT		280	Mitel 5330 Phone		Mitel 5330 Phones with Handset/stand	NONE	712 S. Stagecoach Trail, San Marcos	Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
IT - Lot # 2	IT		280	Mitel 5330 Phone		Mitel 5330 Phones with Handset/stand	NONE	712 S. Stagecoach Trail, San Marcos	Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
IT - Lot # 3	IT		173	Mitel 5330e Phone		Mitel 5330e Phones with Handset/stand	NONE	712 S. Stagecoach Trail, San Marcos	Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
IT - Lot # 4	IT			Printers/Fax Machine							
		13577			X462048073	Epson Photo Printer	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					JPBCC1D4HQ	HP Laserjet CP4525	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					JPBL49003N	HP Laserjet 9050DN	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					45146PLM2YPR8	Lexmark MS315DN	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					H3XRWD2	Dell B3460dn	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
		13564			CNBCM360Y1	HP Laserjet M607dn w/sheet feeder	NONE	712 S. Stagecoach Trail, San Marcos	Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					FSQY021377	Epson Printer	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					VND3F51551	HP Laserjet Pro P1606dn	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					CNB9R68892	HP Laserjet P2035n	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					MY36K1C1TV	HP Photosmart 1300	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
		18160			88J103700012	Zebra P430i Printer	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					U61325J1712342	Brother Intellifax 2820	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
IT - Lot # 5				Monitors/Thin Clients							
					GTZZ023	Dell P2719H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					2S3K472	Dell P2719H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					5Q1K472	Dell P2717H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					CTJD672	Dell P2717H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					4HBJ372	Dell P2717H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					CAXA080210	Pelco PMCL419A Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					DSL5572	Dell P2717H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					ETLHG0803321400A274231	Acer V243HA Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					ETLTA0W01521305F7C4301	Acer H274HL Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					ETLZN0800214811D274214	Acer S231HL Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					D2LLFC3	Dell P2722H Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					ETL14081976140749E4216	Acer AL1515 Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					ETLTA0W01521800E584301	Acer H274HL Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					HR8E0188780001090	Polaroid TLX-02311B TV/Monitor	Possible Issues		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					JL9X5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					DB2B5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					7J536J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					8S8V7K2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					CX4V7K2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					FR32W72	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					84L26J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					1YFB5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					DB2C5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					1XNB5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					3LMT7K2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					J46S6J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					6B395J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					83736J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					71Q3W72	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					694C5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					DB4C5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					HOHM5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					CN3V7K2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					67Y85J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840
					D9SB5J2	WYSE 5030 VDI/Thin Client	NONE		Karen Tinajero	karen.tinajero@co.hays.tx.us	512-393-2840

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Miscellaneous Items for Auction													
Lot Number	Department	Asset/Tag Number	Year	Make	Model	Miles	VIN Number	Item Description	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
Juvenile Dentention Center													
Lot 1	Juvenile Dention Center	026110	2007	Dodge	Charger	91,950	2B3KA43R87H714604	2007 White Dodge Charger	exterior paint chip	2250 Clovis Barker Road, San Marcos	Brett Littlejohn	brett.littlejohn@co.hays.tx.us	(512) 393-5220
Lot 2	Juvenile Dention Center		2008	Dodge	Charger	144,492	2B3KA43R08H180628	2008 White Dodge Charger	exterior paint chip	2250 Clovis Barker Road, San Marcos	Brett Littlejohn	brett.littlejohn@co.hays.tx.us	(512) 393-5220
Lot 3	Juvenile Dention Center	HCJC 000080	2005	Chevrolet	Van	158,571	1GAHG35U251234369	2005 Chevrolet Van	dead battery, exterior paint missing in areas and some rust.	2250 Clovis Barker Road, San Marcos	Brett Littlejohn	brett.littlejohn@co.hays.tx.us	(512) 393-5220

Miscellaneous Items for Auction

Lot Number	Department	Asset/Tag Number	Item Description	Pictures	Known Defects	Pick Up Location Address	Point of Contact	Email Address	Phone Number
<i>Emergency Services</i>									
HCES - Lot 1	Emergency Services		Black 4 Drawer File Cabinet, 2 - Tan 4 Drawer File Cabinets	none known		810 S. Stagecoach Trail, Suite 1200, San Marcos, TX 78666	Laurie Taylor	laurie.taylor@co.hays.tx.us	512-393-7300
HCES - Lot 2	Emergency Services		Emerson Large TV, Emerson Small TV & VIZIO TV			810 S. Stagecoach Trail, Suite 1200, San Marcos, TX 78666	Laurie Taylor	laurie.taylor@co.hays.tx.us	512-393-7300

Lot Number	Department	Asset/Tag Number	Year	Make	Model	Serial Number	Item Description
Sheriff's Office							
HCSD - Lot 1	Sheriff's Office						Stalker radars & python radars w/cables and antennas, Kustom Flacon Radar gun
HCSD - Lot 2	Sheriff's Office						Misc. computer mounts and pedestals
HCSD - Lot 3	Sheriff's Office						Assorted office chairs
HCSD - Lot 4	Sheriff's Office						2-way radios w/misc speakers, mounts, cabling, and antennas
HCSD - Lot 5	Sheriff's Office						Sirenboxes, Strobe controllers, Wig wag controllers, Timers, PA boxes, Over head control panels, & Switch boxes
HCSD - Lot 6	Sheriff's Office						Assorted strobe & LED overheads, Misc brackets & Spare lights
HCSD - Lot 7	Sheriff's Office						Assorted partitionsw/brackets, sheild & Misc parts
HCSD - Lot 8	Sheriff's Office						2010 Charger K-9 Kennel
HCSD - Lot 9	Sheriff's Office						Misc. computer mounts and pedestals
HCSD - Lot 10	Sheriff's Office						Misc. Gun locks w/timers
HCSD - Lot 11	Sheriff's Office						Assorted rear plastic seats
HCSD - Lot 12	Sheriff's Office						Misc. radio brackets, 12V power plugs, Sirens, & Mag light chargers
HCSD - Lot 13	Sheriff's Office						Antennas, Air cards, Misc. lights & brackets
HCSD - Lot 14	Sheriff's Office						Watch guard & ICOP camera system dolly wheels and cabling
HCSD - Lot 15	Sheriff's Office						Assorted center consoles
HCSD - Lot 16	Sheriff's Office				YA240A		Snap-On Mig Welder Model #YA240A
HCSD - Lot 17	Sheriff's Office						Motorcycle lights & accessories
HCSD - Lot 18	Sheriff's Office						Spotlight & Misc. accessories
HCSD - Lot 19	Sheriff's Office						Grill gaurds
HCSD - Lot 20	Sheriff's Office	(DEN 1)	2003	GMC	Denali	1GKFK66UX3J329180	
HCSD - Lot 21	Sheriff's Office	OEM Chevy Truck	2004	Chevy	Silverado 1500	1GCHU24U14E316356	

HCSD - Lot 22	Sheriff's Office	PCT 1 Charger	2007	Dodge	Charger	2B3KA43GX7H770414
HCSD - Lot 23	Sheriff's Office	PCT 2 Durango	2008	Dodge	Durango	1D8HD38N38F121057
HCSD - Lot 24	Sheriff's Office	PCT 2 Honda	2009	Honda	ST-1300	JH2SC51779K600094
HCSD - Lot 25	Sheriff's Office	PCT 4	2006	Honda	ST1300	JH2SC51736M400149
HCSD - Lot 26	Sheriff's Office	Unit 1006	2010	Dodge	Charger	2B3AA4CV8AH151473
HCSD - Lot 27	Sheriff's Office	Unit 1009	2010	Dodge	Charger	2B3AA4CV7AH151478
HCSD - Lot 28	Sheriff's Office	Unit 11	2001	Chevy	3500 Panel Van	1GBHG31F311223541
HCSD - Lot 29	Sheriff's Office	Unit 18	1997	Ford	Ranger	1FTCR10U4VPA96712
HCSD - Lot 30	Sheriff's Office	Unit 218	2002	Ford	F-150	1FTRX17WX2KB57223
HCSD - Lot 31	Sheriff's Office	Unit 222	2002	Chevy	Silverado	1GCEC19V52E225862
HCSD - Lot 32	Sheriff's Office	Unit 407	2004	Chevy	Silverado	2GCEC19V641229410
HCSD - Lot 33	Sheriff's Office	Unit 521	2005	Dodge	Ram1500	1D7HA18N055233528
HCSD - Lot 34	Sheriff's Office	Unit 615	2006	Ford	Crown Victoria	2FAFP71W56X125478
HCSD - Lot 35	Sheriff's Office	Unit 623	2006	Ford	F-150	1FRTX12WX6KC67315
HCSD - Lot 36	Sheriff's Office	Unit 7	2006	Chevy	Impala	2G1WB58K369383303
HCSD - Lot 37	Sheriff's Office	Unit 715	2007	Dodge	Charger	2B3KA43G77H714589
HCSD - Lot 38	Sheriff's Office	Unit 804	2008	Dodge	Charger	2B3KA43G78H180639
HCSD - Lot 39	Sheriff's Office	Unit 816	2008	Dodge	Charger	2B3KA43R98H216252
HCSD - Lot 40	Sheriff's Office	Unit 817	2008	Dodge	Charger	2B3KA43R28H180632
HCSD - Lot 41	Sheriff's Office	Unit 819	2008	Dodge	Charger	2B3KA43R08H180631
HCSD - Lot 42	Sheriff's Office	Unit M-10	2007	Honda	ST1300	JH2SC51827M500048
HCSD - Lot 43	Sheriff's Office	Unit M-11	2007	Honda	ST1300	JH25C51747M500178
HCSD - Lot 44	Sheriff's Office	Unit M-12	2009	Honda	ST1300	JH2SC51799K600081

HCSD - Lot 45	Sheriff's Office	Unit M-9	2007	Honda	ST1300	JH2SC51797M500001	
HCSD - Lot 46	Sheriff's Office	Unit M-8	2006	Honda	ST1300	JH2SC51786M400163	
HCSD - Lot 47	Sheriff's Office	Unit 911	2009	Dodge	Charger	2B3KA43V19H567672	
HCSD - Lot 48	Sheriff's Office	Unit 815	2008	Dodge	Charger	2B3KA43G68H180647	
HCSD - Lot 49	Sheriff's Office						Kitchen Accessories: Fit Fresh lunch tote, Hamilton Beach Blender, Oven Toaster, Small plastic bowl, and 3 Vases, Misc. Mugs (10) & Mr. Coffee Espresso Machine, George Foreman Grills (2), Hamilton Beach Crock Pot and spoon,
HCSD - Lot 50	Sheriff's Office						Mix of handheld radios, mobile radios, and chargers
HCSD - Lot 51	Sheriff's Office						Office Supplies: Fellows Desktop Storage 4 drawer, Shelf file tray, Clamp boards (2), Desktop storage, Electric pencil sharpener, Index card file box, Royal Sovereign shredder, Small shelf w/Baskets, Stack Em Up Tray, and Wall files (4 count), Gold Gym foot stepper & Walker, Triple Beam Balance Scales (3)
HCSD - Lot 52	Sheriff's Office						Small 2 drawer filing cabinet, Small shelf (2 tier), small 2 tier cabinet, (2) 4 drawer filing cabinets brown, 2 tan 4 drawer filing cabinet, large metal cabinet, large 6 drawer lateral
HCSD - Lot 53	Sheriff's Office						" 1 large "L" shaped desk, 2 dark brown desk, 1 desk with light brown top and metal bottom, 2 large side by side cubicle sets, 1 small black desk, small black and brown desk, Large 1 piece "L" shaped desk, small school style desk/chair combo, Small brown credenza
HCSD - Lot 54	Sheriff's Office						Bulletin and Dry Erase Boards
HCSD - Lot 55	Sheriff's Office						Cubicle Desks
HCSD - Lot 56	Sheriff's Office						Flashlight, Flashlight (2) long black Maglite
HCSD - Lot 57	Sheriff's Office						Electronics: Insignia 42" TV & Realistic Speakers, Cassette player, cassette recorder, laptop bag (2), Cordless Phone, DVD Player, VHS to DVD Player,
HCSD - Lot 58	Sheriff's Office						Metal Shelves, & Lock boxes
HCSD - Lot 59	Sheriff's Office						Holiday Décor: 7 Foot Prelit Christmas Tree, Misc Christmas Décor, and Misc Christmas Decor
HCSD - Lot 60	Sheriff's Office						Cameras: 35MM Camera
HCSD - Lot 61	Sheriff's Office						Armory & Uniform Pallet: Boots, Carriers, Jackets, Navy Pants, Strip Pants, Long Sleeve Shirts
HCSD - Lot 62	Sheriff's Office						Gun Accessories
HCSD - Lot 63	Sheriff's Office						White Refrigerator

<i>HCSD - Lot 64</i>	<i>Sheriff's Office</i>	<i>Large Vulcan Commercial Food Steamer</i>
<i>HCSD - Lot 65</i>	<i>Sheriff's Office</i>	<i>Pacesetter 17 Buffer, Viper MDL buffer, Pioneer Buffer, and a Power washer with with briggs and Stratton Motor</i>
<i>HCSD - Lot 66</i>	<i>Sheriff's Office</i>	<i>JLG Lift</i>
<i>HCSD - Lot 67</i>	<i>Sheriff's Office</i>	<i>Parking Lot Lights, traffic caps</i>
<i>HCSD - Lot 68</i>	<i>Sheriff's Office</i>	<i>2 tan 5 drawer lateral filing cabinets, 1 grey 5 drawer lateral filing cabinet (2 Pallets)</i>
<i>HCSD - Lot 69</i>	<i>Sheriff's Office</i>	<i>Cork board and miscellaneous wall art</i>
<i>HCSD - Lot 70</i>	<i>Sheriff's Office</i>	<i>8’ Tan cabinet with shelves and doors, 8’ Tan lateral cabinet, And 2 – 4 foot grey lateral cabinets</i>
<i>HCSD - Lot 71</i>	<i>Sheriff's Office</i>	<i>6 File Cabinets- 4 drawer (3 pallets) Various colors (blue, tan, cream, black)</i>
<i>HCSD - Lot 72</i>	<i>Sheriff's Office</i>	<i>8 burgundy leather conference chairs with 1 executive, 4 black desk chairs</i>
<i>HCSD - Lot 73</i>	<i>Sheriff's Office</i>	<i>7 miscellaneous desk chairs , 2 wood arm chairs, 20 chairs in blue/gray/burgundy</i>
<i>HCSD - Lot 74</i>	<i>Sheriff's Office</i>	<i>4 file cabinets- 2 drawer, 1 file cabinet 10-drawer, 1 organizer 9-cubby</i>
<i>HCSD - Lot 75</i>	<i>Sheriff's Office</i>	<i>2 Garage Shelves- 5 shelf</i>
<i>HCSD - Lot 76</i>	<i>Sheriff's Office</i>	<i>4 Round Tables, 4 benches, 3 metal desks, 5 desks</i>
<i>HCSD - Lot 77</i>	<i>Sheriff's Office</i>	<i>Server cabinet, 18 cubby locker, 5 gun safes</i>
<i>HCSD - Lot 78</i>	<i>Sheriff's Office</i>	<i>office cabinets (5 pallets): various cabinets with doors, drawer cabinets, 9 drawer base cabinets, open cabinets</i>
<i>HCSD - Lot 79</i>	<i>Sheriff's Office</i>	<i>33 cubby mail slot, 7 shelf bookcase</i>
<i>HCSD - Lot 80</i>	<i>Sheriff's Office</i>	<i>6 Garage metal shelves (2 pallets)</i>

Miscellaneous Items for Auction - Transportation Department

Lot Number	Department	Asset/Tag Number	Year	Make	Model	Serial Number	Item Description	Known Defects	Other General Remarks	Pick Up Location Address	Point of Contact	Email Address	Phone Number
Lot 1	Transportation		1999	International	4700	IHTSCAAR3XH595010				2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
Lot 2	Transportation		2005	International	7300	IHTZZAAN35J152291				2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
Lot 3	Transportation		2000	SuperPag	8420		101939		minimal tar residue on roller	2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
Lot 4	Transportation		1998	Broce/Cummins	RC350					2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751
Lot 5	Transportation			Liftmoore	6036DX					2171 Yarrington Road San Marcos, TX 78666	Norman Selbig	norm.selbig@co.hays.ts.us	512-738-0751

LOT NUMBER	Description	Year	Year Updated	Publisher	Collection	Volumes	Title	Miscellaneous Items for Auction - Legal Print Books & Charts	Item Description	Pick Up Location Address	Point of Contact	Email Address	Phone Number	
LOT 1 - BOOK														
1	Law Library	2000	2000	Allyn		10th Edition	Robert's Rules of Order Newly Revised	Paperback, gold with black cover	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	2000	2000	West Publishing	The Complete Guide to Robert's Rules of Order Made Easy, Everything You Need to Know Explained Simply			The Complete Guide to Robert's Rules of Order Made Easy, Everything You Need to Know Explained Simply	Outdated materials, possible law is no longer good, Hay County stamp, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	2005	2005	Thomson Reuters	From Crash to Courtroom: Conflict reconstruction for lawyers and law enforcement				Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	2017	2017	Thomson Reuters	Trial Objections Handbook: A Quick Reference Guide to Trial Objections				Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	2018	2018	Balloon Press	Negligence - Purpose, Elements, and Evidence. The Role of Foreseeability in the Law of Each State				Hardbound, black with gold lettering - 2 copies	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	1992	1992	West Publishing	The Stinson-Orland Annotated Medical-Legal Dictionary 1992 Supplement				Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
1	Law Library	1987	1987	West Publishing	The Stinson-Orland Annotated Medical-Legal Dictionary				Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
LOT 2 - BOOK														
2	Law Library	2014	2014	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Family Law Handbook				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2015	2015	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Family Law Handbook				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2016	2016	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Family Law Handbook				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2017	2017	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Family Law Handbook				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2018	2018	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Civil Forms				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2018-2019	2018-2019	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas CPE Rules				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2018	2018	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Probate Law Handbook				Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2017	2017	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Green and Black Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2016	2016	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Black and White Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2015	2015	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Black and Purple Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2014	2014	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Black and Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2000	2000	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Dark Green and Black Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2008	2008	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials				Black and Gray Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
2	Law Library	2015	2015	James Moloney/West/Hill O'Connor Reuters	O'Connor's Texas Rules Civil Trials Supplementary Rules				Black and Purple Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700
LOT 3 - BOOK														
3	Law Library	2012	2012	American Law Institute	The ACEL Papers		Continuing Professional Education Proceedings of the American College of Real Estate Lawyers- Annual Meeting October 18-21, 2012, Chicago, IL	Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2011	2011	American Law Institute	The ACEL Papers		Continuing Professional Education Proceedings of the American College of Real Estate Lawyers- Annual Meeting October 20-22, 2011, Philadelphia, PA	Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2013	2013	American Law Institute	The ACEL Papers		Continuing Professional Education Proceedings of the American College of Real Estate Lawyers- Annual Meeting October 24-27, 2013, Vancouver, British Columbia	Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016	2016	American Law Institute	The ACEL Papers		Continuing Professional Education Proceedings of the American College of Real Estate Lawyers- Mid-Year Meeting March 14-17, 2016, Naples, FL	Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2013	2013	American Law Institute	The ACEL Papers		Rough Seat or Smooth Saddle Setting Your Real Estate Commission in the Right Direction, San Diego, CA	Blue Paperback	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2015	2015	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 49, No. 3	420-589	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2015	2015	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 50, No. 1	1-174	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016	2016	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 50, No. 3	137-494	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016	2016	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, No. 1	1-166	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016	2016	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, No. 2	167-372	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2017	2017	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, No. 3	373-558	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2017	2017	American Bar Association	Real Property, Trust and Estate Law Journal	Vol. 51, No. 1	1-152	White Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016	2016	American Bar Association	The Business Lawyer	Vol. 73, Issue 3	Business Law Section	Blue Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
3	Law Library	2016-2017	2016-2017	American Bar Association	The Business Lawyer	Vol. 73, Issue 1	Business Law Section	Blue Paperback Pamphlet	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
LOT 4 - BOOK														
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	1	Client Representation, Arrest and Release, Confusion and Unusual Search and Seizure	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	2	Investment, Perilous Proceedings, Trial Preparation	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	3	Trial	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	4	Posttrial Proceedings, Postconviction Remedies	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	5	Postconviction Remedies, Posttrial Proceedings, Juvenile Proceedings, Substantive Law	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
4	Law Library	1984	2015	LexisNexis	Texas Criminal Practice	6	Substantive Law, Table of Statutes	Binder Blue Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
LOT 5 - BOOKS														
5	Law Library	2006	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	1	Ch. 1 Abandonment, Lost, and Unclaimed Property by Ch. 23 Alteration of Instruments	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2008	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	2	Ch. 3 Affidavits and Garnishment by Ch. 4 Arbitration	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	3	Ch. 5 Bailments and Carriage by Ch. 5B Carriers	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	4	Ch. 6 Assignment by Ch. 7 Contribution	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	5	Ch. 8 Cross to Ch. 90 Defendant's Answer	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	6	Ch. 90 Answer and Separation to Ch. 133 Defenses	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	7	Ch. 133 Defenses and Witnesses by Ch. 132 Fraud and	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2012	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	8	Ch. 133 Defenses and Witnesses by Ch. 132 Fraud and	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	9	Ch. 133 Defenses and Witnesses by Ch. 132 Fraud and	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	10	Ch. 133 Defenses and Witnesses by Ch. 132 Fraud and	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	11	Ch. 133 Defenses and Witnesses by Ch. 132 Fraud and	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	12	Ch. 225 Specific Performance to Ch. 232 Trial	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	13	Ch. 232 Trial to Ch. 233 Probation	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	5123917700	
5	Law Library	2009	2013-2012	Thomson Reuters	Texas Forms: Pleadings and Practice Second Edition	14	Ch. 233 Probation to Ch. 234 Settlement	Hardbound Black Book	Outdated materials, possible law is no longer good, Hay County stamp, stickers that state "No longer updates." "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2026	Melody Barron	melody.barron@hay-nc.us	51	

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	12	Law Library	2016	2016	The Scholar: St. Mary's Law Review on Race and Social Justice	18, no. 3	ARTICLES: The Persecutor Bar: Former Child Soldiers & Lessons from Research on Child Development. Still Drawing: The plight of the undocumented immigrant student enre the post-9/11 War. My comments should not bear the burden of a movement missile.	Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
12		Law Library	2017	2017	The Scholar: St. Mary's Law Review on Race and Social Justice	18, no. 3	ARTICLE: Pulse-finding meaning in a massacre through gay latinos intersectional justice. NOTE: A chance for positive change: exploring the legal hurdles positive fathers face in the 21st century. COMMENTS: Exploring the conflicts within careral feminism - a call to revitalize the women who continue to suffer. When going birth becomes a liability, the intersection reeducation oppression and the motherhood were equally for latinos in Texas.	Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2017	2017	The Scholar: St. Mary's Law Review on Race and Social Justice	18, no. 2	ARTICLES: The Texas Supreme Court Retreats From Protecting Texas Students. Helping students develop affirmative evidence of cross-cultural competency. NAVIGATING THE POST-CRISIS LIVESPACE: Using education to augment the remaining power of the victim rights act.	Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2017	2017	The Scholar: St. Mary's Law Review on Race and Social Justice	18, no. 3	ARTICLE: Immigrating while trans: the disproportionate impact of the prostitution ground of inadmissibility and other provisions of the immigration and nationality act on transgender women. Judge posner's road map for conversion against torture claims when central american governments cannot protect citizens against gang violence. COMMENTS: Veterans Banished: The fight to bring them home. The unconstitutional application of apprehension and detention laws: section 386 of the immigration and nationality act.	Paperback White and Green	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
LOT 13 - 2 BOOKS													
13		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	1	Chapters 1-7	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	2	Chapters 8-22	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	3	Chapters 23-30	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
13		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	4	Chapters 31-40	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	5	Chapters 41-53	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2010		State Bar of Texas: Texas Family Law Practice Manual 3rd Edition	6	Chapters 54-63	Binder Grey Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
13		Law Library	2010	2018	State Bar of Texas: Texas Family Law Practice Manual 3rd Edition		Practice Notes	Grey Paperback	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
LOT 14 - 2 BOOKS													
14		Law Library	2020		Thomson Reuters' Texas Cases	8	580 S.W.3d No. 3 No Cases 593 S.W.3d No. 1 Pages 123-264	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	9	593 S.W.3d No. 2 Pages 567-777	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	10	593 S.W.3d No. 3 No Cases 592 S.W. No. 1 Pages 123-223	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	11	592 S.W.3d No. 2 Pages 441-618	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	12	566 S.W.3d No. 2 Pages 281-461	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	12	592 S.W.3d Pages 894-979	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	13	566 S.W.3d No. 3 Pages 735-937 S.W.3d No. 1 Pages 1-42	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	13	593 S.W.3d No. 2 Pages 567-660	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	14	567 S.W.3d No. 2 Pages 327-481	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	14	593 S.W.3d No. 2 Pages 712-932 S.W.3d No. 1 Pages 1-22	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	15	567 S.W.3d No. 3 Pages 718-837	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	15	594 S.W.3d No. 2 Pages 309-847	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	16	567 S.W.3d No. 4 No Cases 568 S.W.3d No. 1 Pages 148-264	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	16	594 S.W.3d No. 3 No Cases 595 S.W.3d No. 1 Pages 188-346	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2019		Thomson Reuters' Texas Cases	17	568 S.W.3d No. 2 Pages 642-760	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	17	595 S.W.3d No. 2 Pages 633-636	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	18	568 S.W.3d No. 3 No Cases 569 S.W.3d No. 1 Pages 104-132	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	18	596 S.W.3d No. 2 Pages 265-503	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	19	569 S.W.3d No. 2 Pages 593-684	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	19	596 S.W.3d No. 2 Pages 740-929 S.W.3d No. 1 Pages 1-57	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	20	569 S.W.3d No. 3 No Cases 570 S.W.3d No. 1 Pages 250-447	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	20	597 S.W.3d No. 3 Pages 481-612	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	21	570 S.W.3d No. 2 Pages 697-971	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	21	597 S.W.3d No. 3 Pages 835-975	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	22	575 S.W.3d No. 1 Pages 269-450	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	22	598 S.W.3d No. 1 Pages 237-486	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2019		Thomson Reuters' Texas Cases	23	575 S.W.3d No. 2 Pages 738-886	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	23	598 S.W.3d No. 2 Pages 711-834	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2019		Thomson Reuters' Texas Cases	24	575 S.W.3d No. 3 No Cases 572 S.W.3d No. 1 Pages 213-365	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	24	598 S.W.3d No. 3 No Cases 599 S.W. No. 1 Pages 25-119	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2019		Thomson Reuters' Texas Cases	25	572 S.W.3d No. 2 Pages 647-860	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	25	599 S.W.3d No. 2 Pages 296-331	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	26	572 S.W.3d No. 3 No Cases 573 S.W.3d No. 1 Pages 187-532	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	26	599 S.W.3d No. 3 Pages 574-636	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2019		Thomson Reuters' Texas Cases	27	573 S.W.3d No. 2 Pages 781-932 S.W.3d No. 1 Pages 1-137	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
14		Law Library	2020		Thomson Reuters' Texas Cases	27	599 S.W.3d No. 4No Cases 600 S.W.3d No. 3 Pages 43-302	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	28	574 S.W.3d No. 2 Pages 362-646	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702
		Law Library	2020		Thomson Reuters' Texas Cases	28	600 S.W.3d No. 2 Pages 357-538	Paperback Green and White Book	Outdated materials, possible law is no longer good, Hays County stamp, stickers that state "No Longer Updated," "Superseded" or other information. Possible torn pages, hole punch tears, highlight or writing on pages. Possible missing pages or sections.	712 South Stagecoach Trail, Suite 2016	Melody Barron	melody.barron@hays.tx.us	512.937.7702

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Judge Becerra

Agenda Item:

Authorize the execution of the FY 2023 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS) services to be provided by the County with no County matching funds required. **BECERRA/PACHECO**

Summary:

This is an annual renewal grant in an amount not to exceed \$201,219.75 for fiscal year 2023 to assist with salaries and operational costs related to GIS services.

Grant Period: 10/1/2022 - 9/30/2023

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-657-99-037.4301

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: NO

Comments: Grant funds will be budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues

New Revenue Y/N?: Increase in Revenue

Comments: N/A

Attachments

FY23 911 GIS Contract

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023

1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Hays County ("PUBLIC AGENCY") is Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2022, and terminates on September 30, 2023, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$201,219.75.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$50,304.94, invoice due by close of business, Tuesday, January 9, 2023;

January 1, 2023 – March 31, 2023: \$50,304.94, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$50,304.94, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$50,304.93, invoice due by close of business, Friday, October 6, 2023.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: PO Box 1006, San Marcos, TX 78667, Attn: Judge Ruben Becerra.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Devon Humphrey, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is dhumphrey@capcog.org
- 12.6. Steve Floyd is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 393-2160, and his e-mail is stevef@co.hays.tx.us.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

HAYS COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: _____

By: _____

Name: Ruben Becerra

Betty Voights

Title County Judge

Executive Director

Date: _____

Date: _____

Date of PUBLIC AGENCY Governing Body Approval:

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate:** The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate:** The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 5, 2022.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.F: By October 7, 2022, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their provisioning boundary. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 2.F: If CAPCOG identifies any situations in which a road centerline is coincident with a provisioning boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
October 2022	9/26/2022 – 10/3/2022	10/4/2022 – 10/7/2022	10/11/2022
November 2022	10/25/2022 – 11/1/2022	11/2/2022 – 11/7/2022	11/9/2022
December 2022	11/22/2022 – 12/1/2022	12/2/2022 – 12/7/2022	12/9/2022
January 2023	12/22/2022 – 1/3/2023	1/4/2023 – 1/9/2023	1/11/2023
February 2023	1/25/2023 – 2/1/2023	2/2/2023 – 2/7/2023	2/9/2023
March 2023	2/22/2023 – 3/1/2023	3/2/2023 – 3/7/2023	3/9/2023
April 2023	3/27/2022 – 4/3/2022	4/4/2022 – 4/7/2023	4/11/2023
May 2023	4/24/2023 – 5/1/2023	5/2/2023 – 5/5/2023	5/9/2023
June 2023	5/24/2023 – 6/1/2023	6/2/2023 – 6/7/2023	6/9/2023

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
July 2023	6/26/2023 – 7/3/2023	7/5/2023 – 7/10/2023	7/12/2023
August 2023	6/25/2023 – 8/1/2023	8/2/2023 – 8/5/2023	8/9/2023
September 2023	8/25/2023 – 9/1/2023	9/2/2023 – 9/8/2023	9/12/2023

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called “Attachment B Requirements”.

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the “NENA Standard for NG9-1-1 GIS Data Model” document. Specifics regarding address point placement methodologies should be reviewed in the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per “Task 1.A and Task 2.A” in “Attachment A: Scope of Work”, please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month’s data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the “Database Format” sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP.</i> <i>May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. “WARD 5 FRIENDSHIP DISTRICT”

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road AC – Access Road, Crossover
- PVT- Private Road TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

2.4 Road Class I Types

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road) Ramp
- Service (usually along a limited access highway) Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk) Alley
- Private (service vehicles, logging, oil fields, ranches, etc.) Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with “UNINCORPORATED”
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. “WARD 5 FRIENDSHIP DISTRICT”
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_P R E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SU F	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.**

4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as “topology”, and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG’s QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker’s map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction’s ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor:

Commissioner Jones

Co-Sponsor:

Commissioner Smith

Agenda Item:

Receive and Ratify the finalized Parks Bond Agreements: Interlocal Agreement between the City of Dripping Springs, Texas; Hays County, Texas; Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation for the Construction of Dripping Springs Regional Skate Park, to be constructed at The Founders Memorial Park, a Public Property owned by the City of Dripping Springs, Texas; Interlocal Agreement between the City of Kyle, Texas and Hays County, Texas for the Improvement of Park Facilities at Sites owned by the City of Kyle, Texas; Roadway Maintenance and Easement Agreement-Sentinel Peak; and Agreement between Patriots' Hall of Dripping Springs, Texas and Hays County, Texas for the Improvement of Property Dedicated for the Benefit of Military Veterans and the Public and amend the budget accordingly. **JONES/SMITH**

Summary:

The attached agreements were all authorized for completion and execution out of prior Executive Session meetings on 2020 recommended Parks and Open Space Bonds Projects.

Fiscal Impact:

Amount Requested: \$11,290,699

Line Item Number: Park Bond Fund 154

Budget Office:

Source of Funds: Voter Approved Park Bond Funds

Budget Amendment Required Y/N?: YES

Comments: Potential funding for Sentinel Peak Maintenance Agreement Road & Bridge General Fund

Budget Amendment:

Increase Projects:

\$7,000,000 - Kyle Sportsplex Park 154-812-97-423.5600

\$2,000,000 - Plum Creek Trail 154-812-97-415.5600

\$1,000,000 - Gregg Clark Park 154-812-97-408.5600

\$ 624,250 - Dripping Springs Skate Park 154-814-97-387.5600

\$ 666,499 - Patriots Hall of Dripping Springs 154-814-97-424.5600

Decrease:

(\$11,290,699) - Decrease General Project Contributions

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contributions / Sentinel Peak Maintenance Agreement TBD

New Revenue Y/N?: N/A

Comments:

Attachments

Dripping Springs Skate Park ILA

City of Kyle ILA

Roadway Maintenance - Sentinel Peak

Agreement - Patriots' Hall

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS,
TEXAS; HAYS COUNTY, TEXAS; DRIPPING SPRINGS SKATEPARK, INC., AND
THE DRIPPING SPRINGS COMMUNITY FOUNDATION FOR THE CONSTRUCTION
OF DRIPPING SPRINGS REGIONAL SKATE PARK, TO BE CONSTRUCTED AT
THE FOUNDERS MEMORIAL PARK, A PUBLIC PROPERTY OWNED BY THE CITY
OF DRIPPING SPRINGS, TEXAS**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”), the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code, the Dripping Springs Community Foundation (“Foundation”), and the Dripping Springs Skatepark, Inc.

For and in consideration of the mutual agreements herein exchanged, County, City, and Foundation hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design and construction of various improvements at the Dripping Springs Regional Skate Park (hereinafter “the Skate Park”) property at Founders Memorial Park, used for park/recreation purposes and owned by the City. The Property is located within the corporate limits of the City of Dripping Springs. Legal descriptions of the Property are attached hereto as Exhibit “C.” Improvements to the Project are described in Exhibit “A,” attached hereto and incorporated herein by reference and referred in this Agreement as “the Project.” The proposed location of the Project improvements is depicted on the Site Plan attached as Exhibit “B.”
- 1.2 The City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental

functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

- 1.3 The County's obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, availability of sufficient funding for construction costs to complete the Skate Park improvements depicted in Exhibit "C." By and through this Agreement, as more particularly specified elsewhere in the Agreement, the Skate Park will serve the recreational needs of the County. The County's funding toward the Skate Park will enhance the Skate Park's utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.
- 1.5 This Agreement has been approved by the Hays County Commissioners Court and the Dripping Springs City Council as required by §791.011 of the Texas Government Code.

II. Term; Expenditure.

- 2.1 This Agreement is made for a term beginning on the 17th day of May 2022 ("Effective Date") and shall remain in effect until the construction of improvements identified in Exhibit "C" has been completed. However, the obligations of the Parties may extend beyond the Effective Date where such extension is indicated within this Agreement.
- 2.2 The Dripping Springs Skatepark, Inc. (Skatepark), its Designated Subcontractor in partnership with the Dripping Springs Community Foundation as its fiscal agent, shall expend funding it has received from sources other than the County prior to

expending County funds. Within (30) days of final payment to the contractor(s) for construction costs, any monies provided under this agreement and not expended by the Dripping Springs Community Foundation and no longer needed for the purposes described herein shall be returned to the County.

III. Dripping Springs Skatepark, Inc. and Dripping Springs Community Foundation

Duties -- General

3.1 In consideration of County's obligations under this Agreement, the Dripping Springs Skatepark, Inc. and the Dripping Springs Community Foundation shall conduct its business under this Agreement as follows:

- a. For any County funds expended under this Agreement, the Dripping Springs Skatepark, Inc. and the Foundation, shall select a qualified designer and construction company and shall prepare construction contract(s) (whether one or more, the "Construction Contract"), and shall award contract(s) for construction and improvement of the Project. The Skatepark and the Foundation shall gather no less than three (3) quotes and choose the Lowest and Best vendor or contractor. "Lowest and best," for the purposes of this Section, shall mean a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale. Alternatively, The Dripping Springs Skatepark, Inc. and the Foundation may procure a contractor via a Purchasing Cooperative authorized to issue skate park services in the State of Texas. It is the intent of the parties to select a contractor with a knowledge of the site, experience with projects of

similar size and scope in the area, and with positive referrals from other cities in the Central Texas area.

- b. In any Construction Contract executed for improvement of the Project, the Skatepark and the Foundation shall require payment, performance, and maintenance bonds, insurance, and all other terms and conditions that the City normally includes in a construction contract and in accordance with all applicable federal and state laws and city ordinances and in accordance with the license agreement between the City and the Skatepark;
- c. In any Construction Contract executed for improvement of the Project, the Foundation in cooperation with the Dripping Springs Skatepark, Inc., or its Designated Subcontractor, shall require five percent (5%) retainage by the Foundation on each payment to the Contractor;
- d. In any Construction Contract executed for improvement of the Project, state that Contractor is an independent contractor of the Foundation and the Skatepark.

3.2 The Foundation, Dripping Springs Skatepark, Inc., and the City shall review and approve plans and contracts prior to execution. The Foundation, the Dripping Springs Skatepark, Inc. and the City, shall review the construction plans and cost estimates prior to construction. No construction shall begin until the construction plans and cost estimates are approved by the City, approval which shall not be unreasonably withheld. Construction shall be done to City Standards. All construction shall be in accordance with the City regulations and requirements.

3.3 Following the award of any Construction Contract, Foundation, the Dripping Springs Skatepark, Inc. and the City, will oversee execution of the contract documents and

provide a notice to proceed to the Contractor only after any and all contingencies contained in the contract documents have been met.

- 3.4 In consideration of the County's obligations under this Agreement, the Foundation, the Dripping Springs Skatepark, Inc., and the City shall acknowledge County contributions to the Skate Park by including reference to Hays County on public signage and public literature that promotes and/or serves the Skate Park.
- 3.5 City shall operate the Skate Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public's use.
- 3.6 City shall be solely responsible for costs related to the operation and maintenance of the Skate Park. County shall not be responsible for any costs related to operation and maintenance of the Skate Park, unless specified by a separate legal instrument expressly approved by the Hays County Commissioners Court.

IV. Dripping Springs Community Foundation and Dripping Springs Skate Park LLC

Duties – Construction Phase of the Project.

- 4.1 The Dripping Springs Skatepark, Inc. and the Foundation, with assistance from its Designated Subcontractor, shall monitor any contractor's compliance with all terms and conditions of the Construction Contract. The Dripping Springs Skatepark, Inc. and the Foundation shall notify the contractor, in writing of any deficiencies or defaults.
- 4.2 The Dripping Springs Skatepark, Inc. and the City shall inspect the work done by any contractor to verify the delivery of materials and completion of work as represented in each payment draw and in accordance with the City's ordinances.

- 4.3 The Dripping Springs Skatepark, Inc. shall review and approve payment draw requests and supporting documentation from its Designated Subcontractor.
- 4.4 For all payment draws except the final payment draw submitted by a contractor, the Dripping Springs Skatepark, Inc. and the Foundation, with assistance from its Designated Subcontractor, shall promptly pay the Contractor directly after its approval of the payment draws, less a 5% retainage and less any other amounts authorized to be withheld under the construction agreement. For the final payment draw submitted by Contractor, the Dripping Springs Skatepark, Inc. and the Foundation shall make final payment to Contractor only after release of retainage is authorized by the Foundation and the Dripping Springs Skatepark, Inc.
- 4.5 If the Project changes substantially from that described in Exhibit “A,” the Dripping Springs Skatepark, Inc. shall contact the Hays County Office of General Counsel in writing. Substantial changes to the Project must be reviewed and approved by the County Commissioners Court. If changes are not approved, the Skatepark, Inc. and the Foundation shall:
- (1) proceed with original Project as described in Exhibit “A;” or
 - (2) refund to County the estimated funds allocated to the portion of the Project that has changed.
- 4.6 Within sixty (60) days after Effective Date, the Dripping Springs Skatepark, Inc., and the Foundation shall submit to the County all records of expenditures related to the Project incurred as of the Effective Date.

V. County’s Rights and Duties.

- 5.1 Subject to the conditions precedent cited in Article VI of this Agreement, County shall pay the Dripping Springs Community Foundation an amount not to exceed Six Hundred and Twenty-Four Thousand, Two Hundred and Fifty Dollars (\$624,250.00 USD), which are lawfully available current funds, for the construction of the Project, to be paid in lump sum within fifteen (15) business days of the Effective Date.
- 5.2 County shall, upon ten (10) days' written notice to the Foundation, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County's rights under this Section shall extend until ten (10) years after the termination date cited in Section 2.1, above. The County may utilize the records provided under this section to ensure any monies provided under this agreement have been expended by the City for the purposes described herein.

VI. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council. It shall become binding on the Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation after approved by the Foundation.
- 6.2 **Public Dedication of Park Improvements.** As a condition precedent to the provision of funding under this Agreement, the City shall provide a copy of a valid License Agreement allowing the Skate Park to be placed in the Founders Memorial Park which has been dedicated as Park Property in perpetuity to the County which shows that the Property associated with the Project is burdened with a public dedication in perpetuity, or its equivalent, that runs with the land and grants a right of access to the

public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

- 7.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court, the Dripping Springs City Council, the Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation.

VIII. Authorization to Sign.

- 8.1 The Hays County Judge is authorized to sign this Agreement on behalf of Hays County, Texas. The City Administrator is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas. The Dripping Springs Community Foundation Board President is authorized to sign this Agreement on behalf of the Dripping Springs Community Foundation. The Board President of the Dripping Springs Skatepark, Inc.

IX. Representations.

- 9.1 City, County, the Skatepark, Inc. and the Foundation each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, if required;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement.

X. Severability.

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

XI. Entire Agreement.

- 11.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XII. Interpretation

- 12.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XIII. Applicable Law and Venue

- 13.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED IN DUPLICATE ORIGINALS THIS 10th DAY OF June
2022.

CITY OF DRIPPING SPRINGS, TEXAS

Michelle Fischer

MICHELLE FISCHER
CITY ADMINISTRATOR



ATTEST:

Andrea Cunningham
ANDREA CUNNINGHAM, TRMC
CITY SECRETARY

HAYS COUNTY, TEXAS

Ruben Becerra

RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

Roxanne Rodriguez, Deputy
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

DRIPPING SPRINGS COMMUNITY FOUNDATION

Board President

ATTEST:

Board Secretary

DRIPPING SPRINGS SKATEPARK, INC.

Board President

ATTEST:

Board Secretary



EXECUTED IN DUPLICATE ORIGINALS THIS 10th DAY OF June
2022.

CITY OF DRIPPING SPRINGS, TEXAS

Michelle Fischer
MICHELLE FISCHER
CITY ADMINISTRATOR



ATTEST:

Andrea Cunningham
ANDREA CUNNINGHAM, TRMC
CITY SECRETARY

HAYS COUNTY, TEXAS

Ruben Becerra
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

Roxanne Rodriguez, Deputy
ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK



DRIPPING SPRINGS COMMUNITY FOUNDATION

RH Musgrove
Board President

ATTEST:

Kathleen Mifflin
Board Secretary

DRIPPING SPRINGS SKATEPARK, INC.

Brian Bullock
Board President

ATTEST:

Eri Hine
Board Secretary

Exhibit A
The Project

DRIPPING SPRINGS - NEW SKATEPARK

Exhibit "A"

Schematic Concept Design Feature Plan

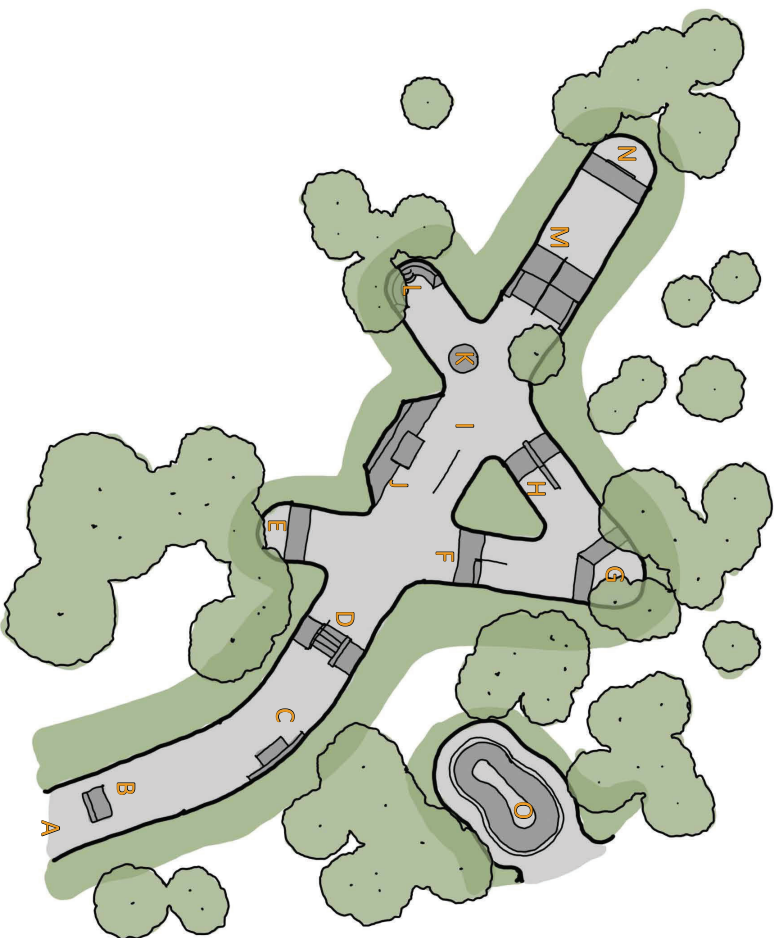
FEATURE LEGEND

- A - Skatepark Entry
- B - 3.5' Return Quarter Pipe
- C - Manual Pad/Ledge Combo
- D - 2.5' Bank with 5-stair, hubba, and handrail
- E - 4' Bank
- F - 1.5' bank with step up and bump to bar
- G - 3' banked hip
- H - 1.5' bank with flat/down hubba
- I - 14" Flatbar
- J - Bank with manual pad combo
- K - Pump bump
- L - Radial pocket quarter pipe with wedding cake
- M - A-frame with handrail and hubbas
- N - 4' Quarter pipe
- O - Future Phase Pool

Skatepark features are schematic and will be modified based on community input. The current design is schematic to represent the intended terrain style within the project scope.



SCHEMATIC CONCEPT DESIGN PLAN



EXAMPLE TERRAIN PHOTOS



SPA
SKATEPARKS



Dripping Springs, TX

June 25, 2021

WWW.NEWLINESKATEPARKS.COM

City of Dripping Springs
Document No. ILASP06072021

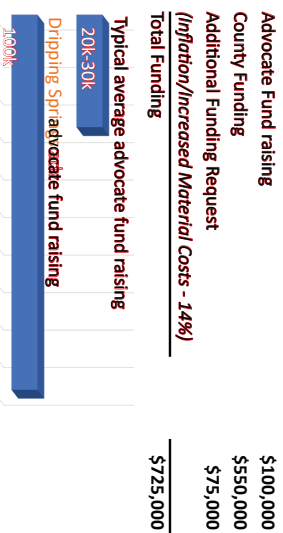
Skatepark Interlocal Agreement
Page 12 of 16

DRIPPING SPRINGS - NEW SKATEPARK

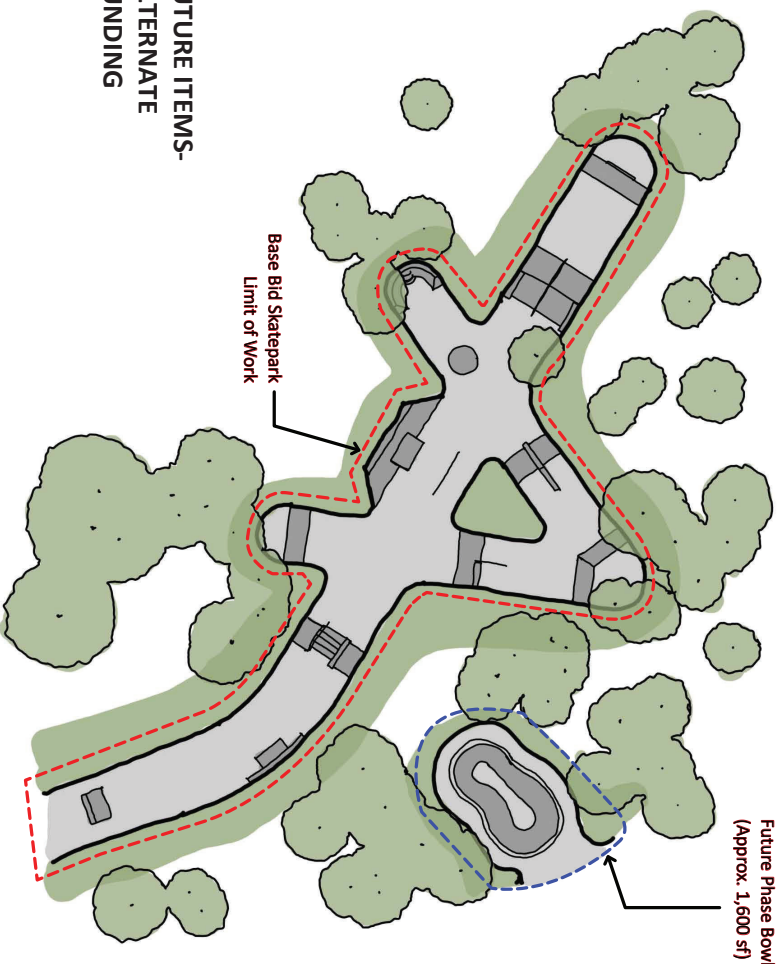
Exhibit "A"

Schematic Concept Design Cost Exhibit

FUNDING SOURCES



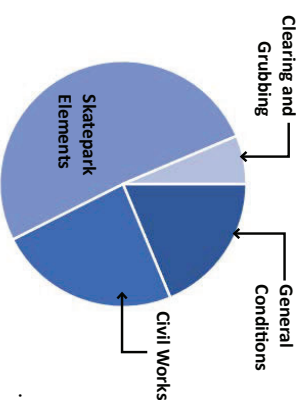
10,000 SF SCHEMATIC CONCEPT WITH ALTERNATE BOWL



KEY ASSUMPTIONS

This estimated cost of construction is based off of the following project assumptions:

- Suitable site soil conditions
- Assuming 1'-0" topsoil removal and replace
- Cedar clearing
- Contractor can stage material and equipment and on site
- Site amenities not included in base bid (park signage, benches, trash cans)
- Skatepark terrain consisting of street plaza terrain with a variety of features for different skill levels
- Skate Park lighting does not include electrical utility service cost
- Site Work and Remediation on any interior planters and exterior landscaping by others



SKATEPARK COST BREAKDOWN-County POSAC Funding and Donations

ITEM	ESTIMATED COST
Design Fee	\$65,000
General <i>Conditional</i> Conditions	\$110,000
Civil Works	\$140,000
Skatepark Elements (Approx. 10,000 sf)	\$300,000
Clearing and Grubbing	\$37,500
TOTAL	\$652,500
Contingency (10%)	\$72,500

BASE BID TOTAL \$725,000

FUTURE ITEMS-ALTERNATE FUNDING

ALTERNATE ITEMS	ESTIMATED COST
Future Phase Bowl (Approx. 1,600 sf)	\$150,000
Alternate Skatepark Lighting	\$100,000
Additional Spectator Plaza/Seating	\$40,000
Signage	\$5,000
Trash/Recycling/Bike Rack	\$10,000
Connection Walkways	\$25,000

GRAND TOTAL \$1,055,000



Dripping Springs, TX

June 25, 2021

www.newlineskateparks.com

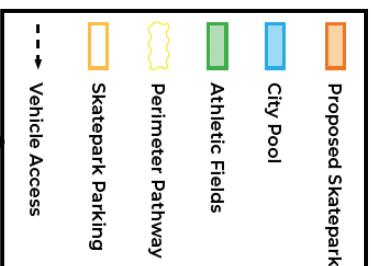
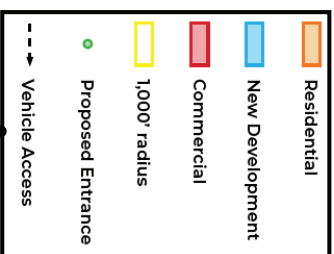
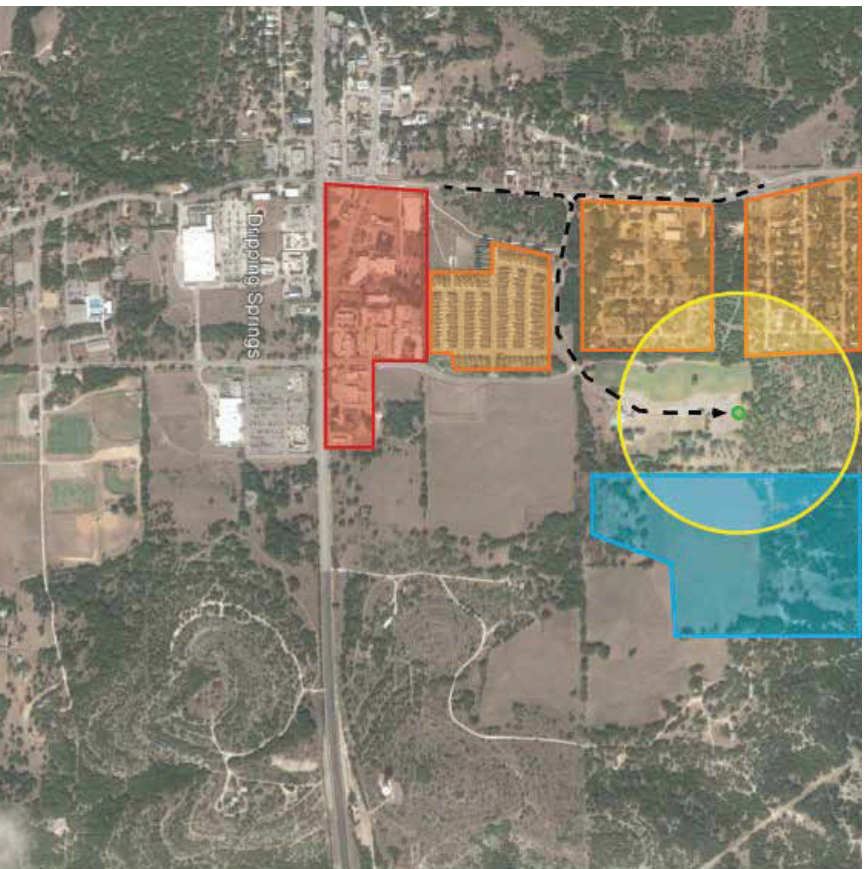
Exhibit B
Project Site Plan

DRIPPING SPRINGS - NEW SKATEPARK

Exhibit "B"

Skatepark Site Analysis

COUNTY CONCEPT PLAN



OVERALL PARK CONCEPT PLAN



SPA
SKATEPARKS



Dripping Springs, TX

June 25, 2021

WWW.NEWLINESKATEPARKS.COM

EXHIBIT "C"

LEGAL DESCRIPTION

1.5 acres out of the A0415 PHILIP A SMITH SURVEY, ACRES 21.62. R17824

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KYLE, TEXAS AND
HAYS COUNTY, TEXAS FOR THE IMPROVEMENT OF PARK
FACILITIES AT SITES OWNED BY THE CITY OF KYLE, TEXAS**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas ("County") and the City of Kyle, Texas ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design, bidding, and construction of various park improvements on multiple properties used for park and/or conservation purposes owned by the City. The Properties are all located within the corporate limits or the Extra Territorial Jurisdiction of the City of Kyle in Hays County. Improvements for each of the Projects are described in Exhibits "A" and "B" attached hereto and incorporated herein by reference and collectively referred in this Agreement as "the Projects", and individually known as Project #1: Sportsplex Park Improvements, Project #2: Plum Creek Trail Improvements, Project #3: Gregg-Clarke Park Improvements. As more specifically provided herein, the County is providing Bond Funds and the City will provide Matching Funds for improvement of the Projects. City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.2 The County's obligations under this Agreement include the funding of some of the improvements upon the Projects, which will enhance their utility as a public parks and/or trail and conservation areas, from the proceeds of bonds issued with the approval of the voters of Hays County, Texas at an election held on November 3, 2020 (the "Bond Funds"), authorizing

the issuance of general obligation bonds in the amount of \$75,000,000.00 for parks, trails, recreation, and related projects.

1.3 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

1.4 This Agreement has been approved by the Hays County Commissioner's Court and the Kyle City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

2.1 This Agreement is made for a term beginning on the 19th day of July 2022 and shall remain in effect until the Projects have been completed, or until terminated by either Party under the terms of this Agreement.

III. City's Duties - General

3.1 City staff shall prepare bid documents and construction contract(s) (whether one or more, the "Construction Contract"), and shall award competitively bid contract(s) for construction and improvement of the Projects.

3.2 In consideration of County's obligations under this Agreement, City shall:

- a. Provide \$10,000,000.00 USD, which shall represent funds that match County's contribution of funds under this Agreement ("Matching Funds"). Said Matching Funds, approved by the voters of Kyle, Texas on the November 3, 2020 ballot for improvement of the parks and open space projects described herein, are further described in Section 4.4 of this Agreement.
- b. in any Construction Contract executed for improvement of the Projects, require payment and performance bonds, insurance, and all other terms and conditions that the City normally includes in a public park construction contract and in accordance with all applicable federal and state laws and city ordinances;
- c. in any Construction Contract executed for improvement of the Projects, provide that, regardless of the sources of funds to be paid to the Contractor, the funds that are paid

to Contractor from the proceeds of the County's bond sale, which shall be paid in lump sum to City and which are authorized by the voters of Hays County, Texas, shall not exceed County's total contribution of Bond Funds for the particular Project on which Contractor is working, as cited in Exhibit "A".

IV. City's Duties - Construction Phase of the Project.

- 4.1 The City shall monitor any Contractor's compliance with all terms and conditions of the Construction Contract. City staff shall notify Contractor, in writing of any deficiencies or defaults.
- 4.2 The City shall inspect the work done by any Contractor to verify the delivery of materials and completion of work as represented in each payment draw.
- 4.3 City staff shall review and approve payment draw requests and supporting documentation.
- 4.4 City hereby represents that County's grant of funds cited in Section 3.2(c) shall be matched by an equivalent amount of funding generated from the \$10,000,000 in general obligation bonds for the planning, designing, constructing, improving and equipping of, and acquisition of real property for, parks approved at the November 3, 2020 municipal bond election, and such other sources determined appropriate by the City (the "Matching Funds").

V. County's Rights and Duties.

- 5.1 County shall appoint a Program Manager to process and monitor the distribution of funds to City. Distribution of funds shall be performed in a series of draws, utilizing the Draw Request form attached hereto as Exhibit "C" and incorporated herein, for all purposes. Draw Requests shall be fulfilled after administrative approval of the request by the County's Program Manager and staff, with consideration given to the match provided by the City, as well as the intended uses of funding identified in the Draw Request.
- 5.2 County, or its designated Program Manager, shall, upon ten (10) days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Projects.

VI. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Kyle City Council.
- 6.2 **Public Dedication of Park Improvements.** The City hereby presents evidence to the County that a) the Properties associated with all Projects are or will be burdened with a public dedication, or its equivalent, that runs with the land and grants a right of access to the public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication").

VII. Amendments.

- 7.1 This Agreement can be amended only by written approval of the Hays County Commissioners Court and the Kyle City Council.

VIII. Representations.

- 8.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
 - d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
 - e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance

extends beyond the fiscal year in which this Agreement was approved and executed.

IX. Severability.

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

X. Entire Agreement.

- 10.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

XI. Interpretation

- 11.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XII. Applicable Law and Venue

- 12.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

XIII. Miscellaneous

- 13.1 If County determines that funds provided under this Agreement were not used for the purposes indicated and approved in the City's Draw Request(s), the County shall have a right to terminate this Agreement and seek reimbursement of the misspent funds. Termination shall be achieved

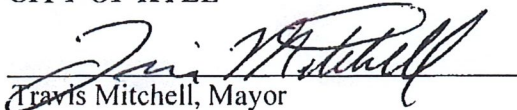
after the County provides thirty (30) days' written notice to the City, offering the City an opportunity to cure its default status. If the City is able to cure its default status during the thirty (30) day term after notice, then the County shall withdraw its termination notice. Otherwise, termination shall become effective at the conclusion of the thirty (30) day term.

13.2 The Parties agree that the funds paid by County under this Agreement shall not be utilized to fund in-house City operations or labor, shall not be utilized to pay for soft costs associated with any of the Projects named in this Agreement, and shall not be utilized to fund equipment that is anticipated to depreciate fully within twenty (20) years. County funds shall be utilized to secure real property interests and/or to implement capital improvements associated with the Projects identified herein.

13.3 The City agrees that any entrance signage, building signage, or advertising associated with the Projects identified herein shall include reference to Hays County as a contributor to the Projects. This section shall not pertain to directional signage or other signage posted to facilitate the functions of the Project. The County hereby gives permission to the City to utilize the Hays County Seal as a means of fulfilling its obligations under this Section. On or about the Effective Date of this Agreement, the County shall provide the City with electronic files of its Seal for fulfillment of this Section.

EXECUTED and **EFFECTIVE** on the last date signed by the duly authorized officials, below.

CITY OF KYLE


Travis Mitchell, Mayor


7/19/2022
Date

ATTEST:


City Secretary

7/19/2022
Date

COUNTY


Judge Ruben Becerra, County Judge

20 July 2022
Date


County Clerk

7-20-2022
Date



**Exhibit A
The Projects**

PROJECT#1: SPORTSPLEX PARK IMPROVEMENTS

Hays County's total contribution to the Sportsplex Park Improvements shall not exceed \$7,000,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a sample breakdown of the improvements and amenities to be purchased from Bond Funds for the Sportsplex Park Improvements.

Park Elements:

**1 Mile of Multi-Purpose Trail
Picnic Areas
Covered Pavilion
Outdoor Public Restrooms
Inclusive Playground
Skateboard Park
Competition Soccer Field Complex
Sand Volleyball Courts
Basketball Courts
Outdoor Amphitheatre
Fitness/Strength Equipment
Recreation/Practice Fields
Landscaping including trees/revegetation
Parking
Environmental Interpretation**

TOTAL-+-+-+ \$7,000,000 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Kyle codes & standards.

PROJECT #2: PLUM CREEK TRAIL IMPROVEMENTS

Hays County's total contribution to the Plum Creek Trail Improvements shall not exceed \$2,000,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a breakdown of the improvements and amenities to be purchased from Bond Funds for the Plum Creek Trail Improvements.

Park Elements

7 Miles of Multi-Purpose Concrete Trail
Shaded "rest stops" along the trail
Outdoor Public Restrooms
Interactive Kiosks
Trail Machinery
Parking Access
Interpretive Signage
Exercise Equipment
Emergency Call Stations

TOTAL-+-+--+ \$2,000,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Kyle codes & standards.

PROJECT #3: GREGG-CLARKE PARK IMPROVEMENTS

Hays County's total contribution to the Gregg-Clarke Park Improvements shall not exceed \$1,000,000.00, excluding any funds granted by Hays County previous to this Agreement, unless City is able to complete one of the other Projects under this Agreement for less than the budgeted amount of Bond Funds for that Project, in which case, if approved by the County's Program Manager and the Hays County Auditor, the remaining funds from that Project may be applied to cost overruns associated with any other Project named herein. The following is a breakdown of the improvements and amenities to be purchased from Bond Funds for the Gregg-Clarke Park Improvements.

Park Elements:

Bathrooms

Concessions

Interior Park Road

Landscaping and Irrigating

Leveling & Grading

Spectator Improvements

Skateboard Park

Ash Pavilion

Playground Improvements

Lighting Improvements

Sod Repair

Basketball/Tennis Court Repair

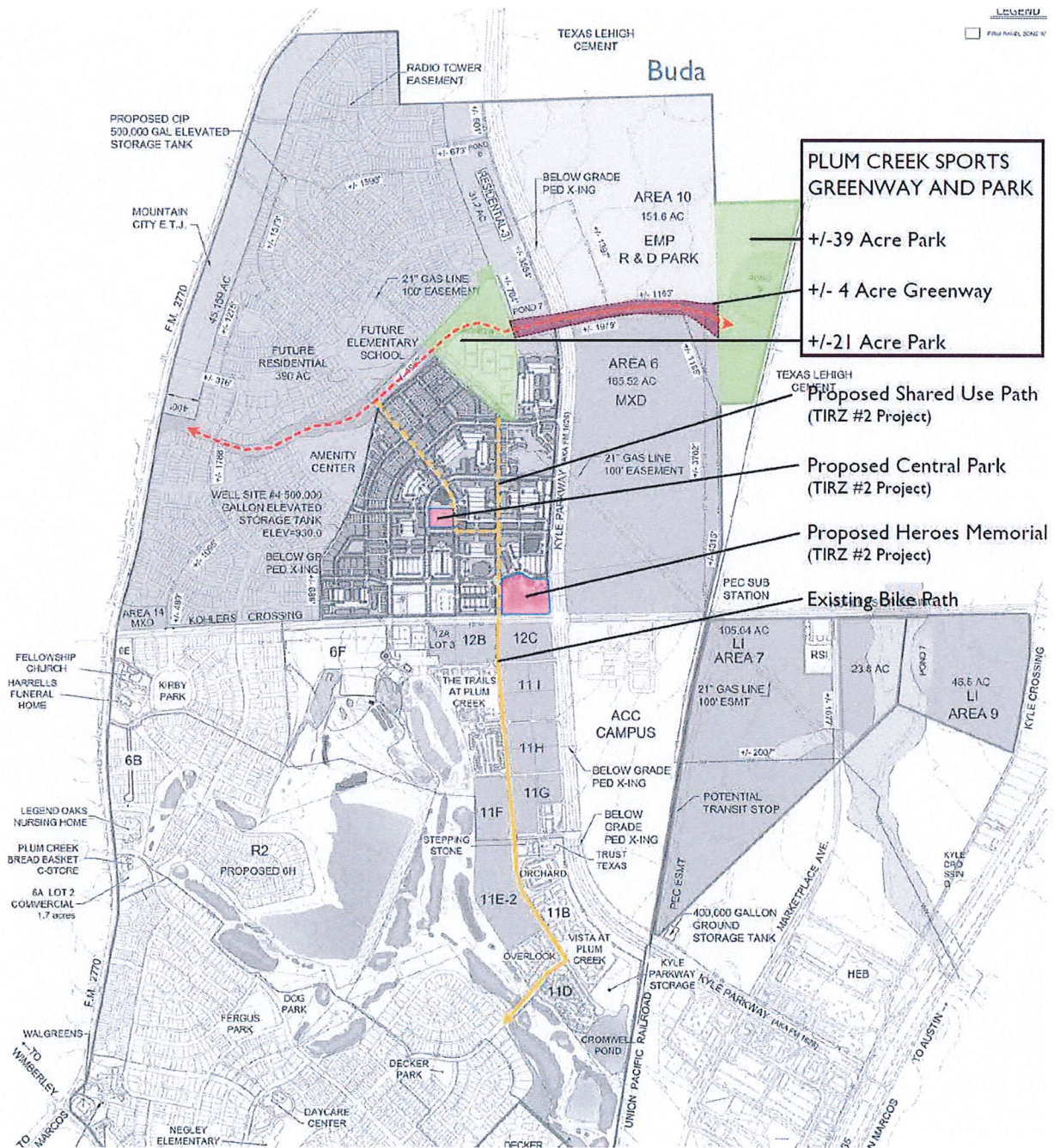
TOTAL -+-+-+----- \$1,000,000.00 (Bonds Funds and Matching Funds)

NOTE: All work to be designed and constructed to meet City of Kyle codes & standards.

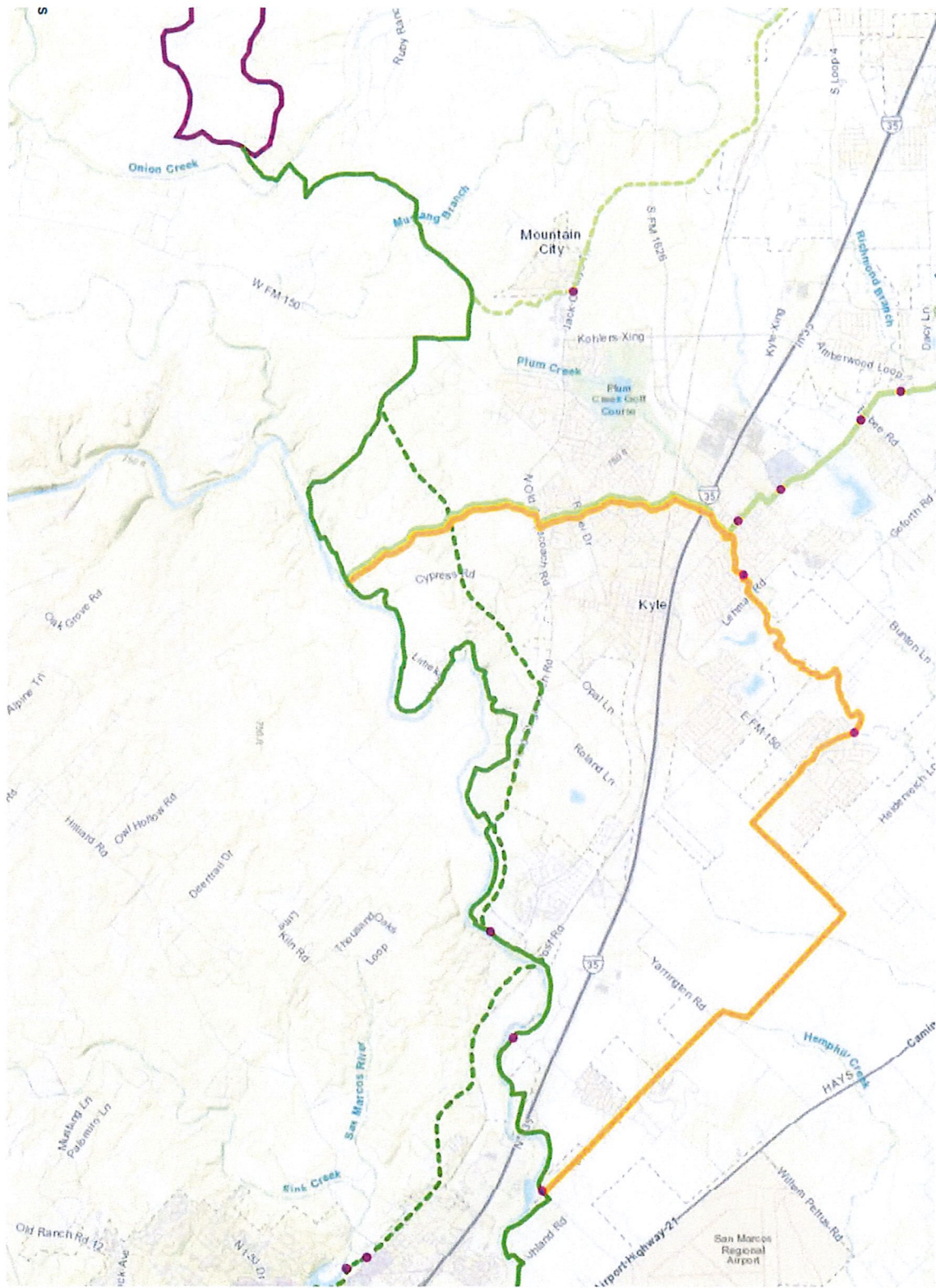
Project Site Plans

Site Plans may be changed during design and construction of the projects. However, if such changes cause any Project to become substantially different than the Project contemplated on the Effective Date, City shall request and receive written approval of County prior to the implementation of those changes. Site Plans for each of the Park Projects that are the subject of this Agreement are as follows.

PROJECT #1: SPORTSPLEX PARK IMPROVEMENTS - SITE MAP



PROJECT #2: PLUM CREEK TRAIL IMPROVEMENTS - SITE MAP



PROJECT #3: GREGG-CLARKE PARK IMPROVEMENTS-SITE MAP



Exhibit C

Draw Request Form

Hays Park Bond 2020 – Funding Draw Request

Project Name: _____ Date of Request: _____

Sponsor Name: _____ Contact Person: _____

Sponsor Address: _____ Federal Tax ID: _____

City, State, Zip: _____ Phone Number: _____

Request Number _____
Total Funding Amount _____

(Round all numbers to the nearest dollar)

1. Total Project Amount \$ _____

2. 10 % Retainage - \$ _____

3. Project Amt minus 10% retainage = _____ (Line 1 minus Line 2) Explanation: _____

4. Subtract total amount of current draw - \$ _____

5. Available balance = \$ _____ (Line 1 minus Line 2)

6. Subtract amount of current draw - \$ _____

7. Balance after payment = \$ _____

Is this your FINAL Draw? ☐ YES ☐ NO (if yes, continue to line 8)

8. IF this is your FINAL DRAW include 10% retainage + \$ _____ (Line 2)

9. Total requested amount = \$ _____ (Line 6 plus Line 8)

Funds for:

☐ Land \$ _____

☐ Soft Costs \$ _____

☐ Construction \$ _____

☐ Other \$ _____

NOTE: The final request must be accompanied by documentation suitable to determine project completion (CO, Deed Recordation, etc).

Documentation required for the payment request includes:

1. Contractor/Consultant Payment Request
2. Progress Report w/ updated schedule
3. Documentation for Acquisition, to include deed and closing documents.
4. Documentation for soft costs to include invoices that show an itemization of the work completed.

The Sponsor certifies that this project request is for eligible expended costs in accordance with the HTF Program and that proper documentation has been included to support this request.

Sponsor Signature _____ Title _____ Date _____

Program Manager Approval

Signature _____ Title _____ Date _____

Hays County Staff Approval

Signature _____ Title _____ Date _____

30/C



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ROADWAY MAINTENANCE AND EASEMENT AGREEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS

COUNTY OF COMAL

§

COUNTY OF HAYS

§

§

This Roadway Maintenance and Easement Agreement ("Agreement") is made to be effective as of the 20th day of July, 2022 (the "Effective Date") by and between (i) **RANCHES AT SENTINEL PEAK ASSOCIATION, INC.**, a Texas corporation, with a mailing address of 10399 FM 2325, Wimberley, TX 78676 ("**Sentinel Peak HOA**"); (ii) **HAYS COUNTY**, a political subdivision of the State of Texas, with a mailing address of 111 E. San Antonio Street, Suite 202, San Marcos, TX 78666 ("**Hays County**"), (iii) **BACKBONE INVESTMENTS, LLC**, a Texas limited liability company, with a mailing address of P.O. Box 828, Wimberley, Texas 78676. ("**Backbone Investments**"), (v) **RIO DULCE TRUST**, 5806 FM 32, Fischer, Texas, 78623 ("**Rio Dulce Trust**"). Sentinel Peak, Hays County, Backbone Investments, and Rio Dulce Trust and may sometimes individually be referred to herein each as "Party" and collectively as the "Parties".

RECITALS

A. The Sentinel Peak HOA is a Homeowner's Association whose members are the owners of that certain tract of real property consisting of approximately 430.984 acres of land located in Comal County, Texas, Recorded in the Official Records of Comal County, Texas, as Document No. 201906011326 ("**Sentinel Tract A**") and that certain tract of real property consisting of approximately 250.186 acres of land located in Comal County, Texas, Recorded in the Official Records of Comal County, Texas, as Document No. 202206020088 ("**Sentinel Tract B**"). Sentinel Tract A and Sentinel Tract B may be collectively referred to herein as the "**Sentinel Tracts**".

B. Hays County is the owner of that certain tract real property consisting of approximately 533.144 acres located in Hays and Comal County, Texas ("**County Parkland**"), recorded in the Official Records of Hays County as Record Number 20220293 and that certain tract of real property comprising of a 60 foot right-of-way, also known as El Rancho Cima ("**El Rancho Cima**"), acquired pursuant to a Donation Deed and Recorded in the Official Records of Comal County as Document Number 202206024832.

C. Sentinel Peak HOA donated and conveyed to Hays County that certain strip of real property to provide for public to and from the County Parkland to and from El Rancho Cima, recorded in the Official Records of Comal County as Document Number 20220602483, more particularly shown in the schematic in **Exhibit A** attached hereto ("**Sentinel Peak**"). As part of such donation, Sentinel Peak HOA reserved for itself, its heirs and assigns, access rights to use the

land for vehicular and pedestrian access to and from its planned development on Sentinel Tract A and Sentinel Tract B.

D. Backbone Investments is the owner of that certain tract of real property consisting of approximately 262.477 and 305.280 acres located in Hays and Comal County, Texas, recorded in the Official Records of Comal County, Texas, as Document Number 201906011376, and recorded in the Official Records of Hays County, Texas as 19011184 and corrected by Correction Instrument recorded as Document Number 202006043211, recorded in the Official Records of Comal County, Texas (**"Backbone Tract A"**); that certain tract of real property consisting of approximately 251.402 and 336.934 acres of land located in Comal and Hays County, Texas, recorded in the Official Records of Hays County, Texas, as Document Number 21000320, and recorded in the Official Records of Comal County, Texas as 202006059427 (**"Backbone Tract B"**).

E. Rio Dulce Trust dated March 5, 2019, is a revocable inter vivos trust created by Randall Lee Myers and wife, Mary Charlene Myers, under the trust laws of the State of Texas for the use and benefit of Randall Lee Myers and Mary Charlene Myers, Trustees and Beneficiaries. Rio Dulce Trust is the owner of a certain tract of real property consisting of 136.3 and 0.3318 acres of land located in Hays County, Texas, recorded in the Official Records of Hays County as Document Number 190074587.

F. Lynn William Schneider (the **"Schneiders"**) and family are the owners of a certain parcel of real property in Hays County recorded in the Official Records of Hays County as Volume 597, Page 351. The Family via its predecessors were granted a 30-foot easement for ingress and egress over the Property now encumbered by the 60-foot, El Rancho Cima Easement, pursuant to an Easement recorded in the Official Records of Hays County, Texas, as Volume 221, Page 139. Said easement was later replaced by the second Amendment for the Top Road Ranch Association.

G. On April 4, 2019, the predecessor in interest of the parcels mentioned above, Rio Blanco Properties 2018, LLC, (**"Rio Blanco"**) executed a Master Declaration for the management and governance of an easement and roadway (**"Declaration"**), recorded in the Official Records of Hays County, Texas, as Document Number 19010922, and in the Official Records of Comal County, Texas, as Document Number 201906011327. The Declaration created the Top Ranch Road Association, Inc. (**"Top Ranch Road Association"**) which established certain easements rights in, over, across, and through the Property for the benefit of the then-Declarant and the Members of the Association, including a Road Easement (as defined in the Top Ranch Declaration) in, over, across, and through that certain thirty foot (30 ft.) wide roadway easement, the Declaration was amended December 20, 2019, to modify the original easement from 30 feet to 60 feet. The 60-foot easement is generally referred to as El Rancho Cima and described by field notes set out on Exhibit B-1 of the Second Amendment for the Top Road Ranch Association. The Top Ranch Road Association was terminated and dissolved May 16, 2022. It is understood that by terminating the Top Ranch Road Association none of the easement rights granted to the Parties or Schneiders pursuant to the Declaration are extinguished or terminated.

H. Rio Blanco conveyed to the Top Ranch Road Association the Property comprising

the 60 foot right of way and El Rancho Cima by Special Warranty Deed in 2021, recorded in the Official Records of Hays County as Document Number 21028893 and in the Official Records of Comal County as Document Number 202106029021. Top Road Ranch Association Donated and Conveyed to Hays County the aforementioned 60 foot right of way on May 16, 2022.

I. The Parties desire to adopt this Agreement to establish certain non-exclusive pedestrian and vehicular access rights associated with El Rancho Cima and Sentinel Peak, for each of parcels referenced above and to establish the procedures and mechanisms to share in the costs to maintain, repair, rebuild, and control El Rancho Cima and Sentinel Peak (collectively “**the Roadways**”).

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties hereby agree to the following conditions and restrictions:

1. The easement granted by the Original Easement, Declaration and its amendments is hereby modified subject to the following conditions:

(a) **El Rancho Cima Access Easement I.** Hays County, as the fee owner of El Rancho Cima, hereby grants to each of the Parties to this Agreement and the Schneiders’, the Parties and Schneiders’ heirs and assigns, each a perpetual, non-exclusive easement and right of way extending over, upon, and across that certain roadway known as El Rancho Cima, from the entrance at FM 32 to the roundabout (“**El Rancho Cima Access Easement I**”), as more particularly described by **Exhibit B** and **Exhibit B-1** attached hereto and incorporated herein by, for the purpose of providing vehicular and pedestrian access by the Parties, and their respective guests, agents, invitees, employees, and contractors, across the easement area, to and from their respective Tracts. The El Rancho Cima Access Easement I shall be maintained and improved by Hays County as provided herein by the Maintenance and Easement Agreement, including, without limitation, the following requirements:

- i. **Limited Public Access.** Notwithstanding anything herein to the contrary, it is hereby acknowledged and agreed by all Parties that the rights granted to Hays County hereunder are intended to benefit users of the County Parkland, on a limited and controlled basis, and shall not be deemed to be a grant of an easement to the general public or for any public use other than ingress and egress to the County Parkland.
- ii. **Construction.** Within six (6) months following the adoption of this Agreement, Hays County shall cause the improvements shown on the schematics attached hereto as **Exhibit B**, which improvements include widening the roadway in certain locations, installing a

roundabout, improving drainage facilities, the location of lighting, and using an asphalt overlay at the entrance to the roadway at FM 32 to be implemented. Sentinel Peak HOA will be responsible for the design and construction of the entrance to Sentinel Peak. The roundabout located at the intersection of El Rancho Cima and Sentinel Peak will be constructed by Hays County at its own cost and expense, in accordance with the schematics and plans attached hereto as **Exhibit B.** Hays County shall complete construction on El Rancho Cima Access Easement I no later than November 30, 2022.

- iii. **Landscaping.** Sentinel Peak HOA shall install and maintain the landscaping in a neat and orderly condition in the roundabout and along the right of way depicted in Exhibit B-1, and identified in green as "Sentinel Access Easement Landscape", at all times and shall replace all dead and diseased plant materials promptly. Sentinel Peak HOA shall be accountable only for the Landscaping, any other maintenance costs shall be assessed as a part of the Base Maintenance Obligation detailed in Section 1(a)(v). The plans for such landscaping are attached here to as **Exhibit C.** Hays County shall maintain any other landscaping along El Rancho Cima, shown in Exhibit B-1 in red as "El Rancho Cima Access Easement I & II Landscape," in a neat and orderly condition and shall replace all dead and diseased plant materials promptly.
- iv. **Park Signage and Lighting.** Hays County may install a sign, of reasonable scale and character to advertise the location of the County Parkland at the west side of the entrance off FM 32. The location and style of the sign must be agreed to by the Parties to this Agreement prior to installation. No other signage will be installed at the FM 32 entrance or along El Rancho Cima. Hays County may also install lighting for the signage as is necessary. Such lighting will comply with the Dark Skies International guidelines for lighting.
- v. **Base Maintenance Obligation.** At the end of the initial construction performed by Hays County, per Section 1(a)(ii) of this Agreement, Hays County shall maintain El Rancho Cima I in good, passable condition, under all weather conditions the Parties to El Rancho Cima I shall be responsible for a share of the annual "**Base Maintenance Obligation**" as detailed herein, this shall be differentiated from any initial construction costs detailed in Section 1(a)(ii). This Base Maintenance Obligation shall include, without limitation, any work necessary to maintain any drainage facilities, roadways, and other necessary maintenance for the operation of the Road. Hays County will be responsible for bearing the costs of the Base Maintenance Obligation associated with labor and equipment. For the first year following this Agreement the cost of the Base Maintenance Obligation associated with

materials will be assessed as follows:

1. 50 percent share of expected cost of materials shall be allocated to Hays County;
2. The remaining 50 percent share of the expected cost of materials shall be split amongst the remaining parties and successors in interest and divided interests ("**Owner Contribution**") according to parcel ownership. Each owner with property benefitted by and subject to the Agreement will be responsible for an equal portion of the 50 percent Owner Contribution.

For Example:

Sentinel Peak HOA has 24 lots with 21 individual owners, Backbone Investments has two lots with one owner, and Rio Dulce Trust has one lot with one owner.

Sentinel Peak HOA is responsible for 91.3 percent of the 50 percent Owner Contribution. Backbone Investments, the and Rio Dulce Trust are each responsible for 4.35 percent of the 50 percent Owner Contribution. This percentage may change if any of the properties are subdivided and sold to additional owners.

At the annual meeting following the first year after construction has been completed by Hays County to the plans and specifications, the Parties will determine a budget based on a data of trips per day and any additional data collected in the first year and issue an annual assessment for the Owner Contribution. Hays County shall provide the Parties with an annual report of material cost showing an itemized cost breakdown.

The assessments for Owner Contribution shall not increase more than forty percent (40%) of the prior year's amount. Notwithstanding the foregoing, should the Owner Contribution amount be insufficient to cover the 50 percent cost of materials, then the Parties shall contribute their share of the difference in cost. Hays County shall provide the Parties with an annual report of material cost showing an itemized cost breakdown.

- (b) **El Rancho Cima Access Easement II.** Hays County, as the fee owner of El Rancho Cima, hereby grants to Backbone Investments, the Schneiders' and Rio Dulce Trust, and Sentinel Peak HOA (as a representative of Lots 12, 13 and 14 of the Ranches at Sentinel Peak), their heirs and assigns, each a perpetual, non-exclusive easement and right of way extending over, upon, and across that certain portion of the roadway known as El Rancho Cima ("**El Rancho Cima Access Easement II**"), between the

roundabout and entrance to the property owned by Backbone Investments, as more particularly described by **Exhibits D, B** and **B-1** attached hereto and incorporated herein by, for the purpose of providing vehicular and pedestrian access by the Parties, and their respective guests, agents, invitees, employees, and contractors, across the easement area, to and from their respective Tracts. The El Rancho Cima Access Easement II shall be maintained and improved by Hays County as provided herein by the Maintenance and Easement Agreement, including, without limitation, the following requirements:

- i. **Limited Public Access.** Notwithstanding anything herein to the contrary, it is hereby acknowledged and agreed by all Parties that the rights granted to Hays County hereunder are intended to benefit the County Parkland, on a limited and controlled basis, and shall not be deemed to be a grant of an easement to the general public or for any public use. Hays County may use El Rancho Cima Access Easement II as a service entrance for employees and contractors to access the County Parkland.
- ii. **Landscaping.** Hays County shall maintain any landscaping along El Rancho Cima Access Easement II in a neat and orderly condition and shall replace all dead and diseased plant materials promptly. The area to be maintained by Hays County is shown in red on Exhibit B-1
- iii. **Base Maintenance Obligation.** Hays County shall maintain El Rancho Cima Access Easement II in good, passable condition, under all weather conditions ("**Base Maintenance Obligation**"). This Maintenance Obligation shall include, without limitation, any work necessary to maintain any drainage facilities. Hays County will be responsible for bearing the costs associated with labor and equipment. For the first year following this Agreement all costs associated with materials will be assessed as follows:
 1. 50 percent share of cost of materials shall be allocated to Hays County;
 2. The remaining 50 percent share of the cost of materials shall be split amongst the remaining parties to the El Rancho Cima Access Easement II and successors in interest and partial interest ("**Owner Contribution**") according to parcel ownership. Each owner with property benefitted by and subject to the Agreement will be responsible for an equal portion of the 50 percent Owner Contribution, with the exception of Lot 12. Lot 12 shall have a legal right of access and easement over El Rancho Cima Access Easement II, but Lot 12 shall not have any obligation to pay the Owner Contribution unless Lot 12 begins to use El Rancho Cima Access Easement II to access Lot 12.

For Example:

Sentinel Peak HOA has 2 lots (Lots 13 and 14) with 2 individual owners, Backbone Investments has two lots with one owner and Rio Dulce Trust has one lot with one owner.

Sentinel Peak HOA is responsible for 50 percent of the 50 percent Owner Contribution, Backbone Investments and Rio Dulce Trust are each responsible for 25 percent of the 50 percent Owner Contribution. This percentage may change if any of the properties are subdivided and/or sold to additional owners or if Lot 12 begins using the road for access.

At the annual meeting following the first year after construction has been completed by Hays County to the plans and specifications, the Parties will determine a budget based on a data of trips per day and any additional data collected in the first year and issue an annual assessment for the Owner Contribution. Hays County shall provide the Parties with an annual report of material cost showing an itemized cost breakdown.

The assessments for Owner Contribution shall not increase more than forty percent (40%) of the prior year's amount. Notwithstanding the foregoing, should the Owner Contribution amount be insufficient to cover the fifty percent (50%) cost of materials, then the Parties shall contribute their share of the difference in cost. **Park Signage and Lighting.** Backbone Investments may install any signage or lighting as it deems necessary along El Rancho Cima Access Easement II.

- iv. **Controlled Access.** Backbone Investments will have the option to cause, at the shared cost and expense, as detailed below, to be installed an electronic gate at the location designated as the entrance to its property, as shown on the schematics and plans attached hereto as **Exhibit D**. The cost and expense of the installation, electrical and related construction shall be shared amongst the owners of the properties benefitted by the El Rancho Cima Access Easement II. Such electronic gate shall be controlled and managed by Backbone Investments, its heirs or assigns. Such gated entrance shall be well lit and keypads to control the gates shall be easily accessible.

- (c) **Sentinel Access Easement.** Hays County, as the fee owner of Sentinel Peak, hereby grants to the Sentinel Peak HOA and its members, their heirs and assigns, each a perpetual, non-exclusive easement and right of way extending over, upon, and

across that certain roadway known as Sentinel Peak ("**Sentinel Access Easement**"), as more particularly described by **Exhibit A** attached hereto and incorporated herein by, for the purpose of providing vehicular and pedestrian access by the Members, and their respective guests, agents, invitees, employees, and contractors, across the easement area, to and from their respective Tracts. Notwithstanding anything herein to the contrary, the Sentinel Access Easement, and the road constructed thereon, shall be built, repaired, maintained and managed by Hays County, in accordance with the following requirements:

- i. **Limited Public Access.** Notwithstanding anything herein to the contrary, it is hereby acknowledged and agreed by Sentinel Peak HOA and Hays County that the rights granted to Hays County hereunder are intended to benefit users of the County Parkland, on a limited and controlled basis, and shall not be deemed to be a grant of an easement to the general public or for any public use other than ingress and egress to the County Parkland.
- ii. **Construction.** Within six (6) months of the Effective Date of this Agreement, Hays County shall design, construct, and pave, at its own cost and expense, a 60-foot wide roadway, including all associated drainage facilities, in accordance with schematics and plans attached hereto as **Exhibit A**. Such road shall be constructed in compliance with all applicable statutes, ordinances, permits, rules and regulations of all applicable governmental authorities. The schematics include specifications for a roundabout design at the main entrance to the roadway and lighting.
- iii. **Design.** All design of entrances, landscaping and road frontage shall be at the sole discretion of Sentinel Peak HOA.
- iv. **Controlled Access.** Prior to opening Sentinel Peak, Sentinel Peak HOA shall cause to be installed an electronic gate at the location designated as the entrance, as shown on the schematics and plans attached hereto as **Exhibit E**. Each electronic gate shall be controlled and managed by the Sentinel Peak HOA, its heirs or assigns. The gated entrance shall be well lit and keypads to control the gates shall be easily accessible.
- v. **Landscaping.** Sentinel Peak HOA shall maintain the landscaping in a neat and orderly condition, at all times, and shall replace all dead and diseased plant materials promptly.
- vi. **Fencing.** All lots fronting Sentinel Peak must use ponderosa rail fencing.
 - i. **Signage.** Sentinel Peak HOA may install signs, of reasonable scale and

character to advertise the location of the Sentinel Peak Properties and the Hays County Park. Signs may be lit and designed per the specifications of Sentinel Peak HOA and for park access.

- vii. **Base Maintenance Obligation.** Hays County shall maintain Sentinel Peak in good, passable condition, under all weather conditions ("**Base Maintenance Obligation**"), which shall include, without limitation, any work necessary to maintain any drainage facilities. Hays County will be responsible for bearing the costs associated with labor and equipment/ For the first year following this Agreement, all costs associated with materials will be assessed 50:50 between Hays County and Sentinel Peak HOA.

At the annual meeting following the first year after construction has been completed by Hays County to the plans and specifications, the Parties will determine a budget based on a data of trips per day and any additional data collected in the first year and issue an annual assessment for Sentinel Peak HOA's Owner Contribution ("**Owner Contribution**"). Hays County shall provide the Parties with an annual report of material cost showing an itemized cost breakdown.

The assessments for Owner Contribution shall not increase more than forty percent (40%) of the prior year's amount. Notwithstanding the foregoing, should the Owner Contribution amount be insufficient to cover the fifty percent (50%) cost of materials, then the Parties shall contribute their share of the difference in cost.

2. Physical Character, Use, Maintenance, and Responsibilities Associated with the Roadway

2.1 This Agreement runs with the properties described above and is appurtenant to the land. Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the respective Road Easements benefitting each of the Parties' Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Roadways.

2.2 Backbone Investments, the Rio Dulce Trust, the Schneiders', Sentinel Peak HOA shall both have the rights described herein over El Rancho Cima Access Easements I and II. Sentinel Peak HOA shall be the only Party besides Hays County with any of the rights described herein over the Sentinel Access Easement. All of the Clauses in this Agreement shall be read and recognized as limiting the respective parties, as described in Section 2.2 of this Agreement to their respective Access Easements described herein. All Property accessed via the Roadways are deemed benefited thereby. Hays County's ownership of the Properties beneath the Roadways is deemed burdened by the Roadways, for purposes of this Agreement.

2.3 The Roadways will be maintained in good, passable condition under all traffic and weather conditions, and in a condition no less than equal to its condition at the time of execution of this Agreement. If a Party damages or disturbs the surface of the Roadway (other than normal automobile, equine and service ingress and egress), that Party is responsible for restoring the road surface as nearly as possible the condition in which it existed before being disturbed.

2.4 Maintenance and repair shall include surface work, including the filling of potholes, cracks, and fractures posing a threat to driving, walking or horseback riding conditions; drainage management; erosion control and remedial work, not limited to, but including, placement of sand or salt when freezing conditions require; and snow shoveling and/or plowing in necessary inclement winter weather conditions. Repairs for damages and disturbances may be classified as:

- (a) major repairs, not limited to, but including, filling of cracks or potholes with material that must be purchased or obtained from a party unassociated with this Agreement add/or gravel, caliche, or pavement installation, or other infrastructure necessary to drive, walk, or horseback ride upon the Roadways, leveling of the Roadways with heavy equipment such as a tractor or other vehicle, repair or rebuilding of drainage systems with pipes or other materials needing to be purchased or obtained from a party unassociated with this Agreement, construction of fencing or other boundary markers on the Roadways, painting or drawing of road lines; or
- (b) minor repairs, not limited to, but including, filling of cracks or potholes with soil taken from ground beneath or adjacent to the Roadways, leveling, with a shovel or other hand tool, of the Roadways following storms or weather conditions contributing to erosion or otherwise interfering with the ability of vehicles to drive smoothly upon the Roadways, or repairs requiring expenses of less than two hundred dollars (\$200.00).

2.5 Prior to undertaking any improvement, repair, or maintenance relating to the Roadways, Hays County must provide prior notice to the Parties of the work to be performed. Such notice must be provided in writing to the Parties at least ten (10) days prior to the undertaking of such work. The notice must include a description of the work to be performed, the cost of materials, a proposed timeline to commence and complete the improvement, and any other information that the Parties may deem reasonably necessary.

2.6 Any emergency improvement, repair, or maintenance of the Roadways shall not require notice, however, Hays County shall notify the Parties in writing of any such actions, when and how they were undertaken, the costs thereof, and the reasons for undertaking such actions.

2.5 The Parties shall meet annually to discuss any maintenance costs and amend the assessment of costs as needed. The annual meeting will be held at a location and time agreed upon by all the Parties, with notice given no more than forty (40) days, and no less than three (3) days prior to the meeting. Parties shall agree upon any changes to the assessment of costs. Should the Parties fail to come to an agreement for the assessment of costs, the cost structure from the previous year will govern.

3. Notice to Parties

3.1 Any notice or request required or permitted under this Agreement must be in writing. Any notice or request required by this Agreement will be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address listed for each Party in the preamble to this Agreement. Any address for notice may be changed by written notice to all other Parties delivered as provided herein.

3.2. A Party or all Parties may elect to send and receive written notice, as described above, via email, by providing written notice in the previously described manner of the Parties' or Party's email address(es). Email notice will be deemed to be delivered (whether or not actually received), when the sending Party's email "outbox" reflects the (1) correct email address of the receiving Party, with no spelling or punctuation errors, and (2) the date and time the message was sent.

4. Breach, Enforcement and Remedies

4.1 The Parties to this Agreement acknowledge and agree that any violation of, nonconformity with, or failure to observe and comply with the above provisions of Section 1 and Section 2 constitutes a breach of this Agreement.

4.2 If a Party to this Agreement believes a breach has occurred, notice shall be provided to the breaching Party pursuant to the notice provisions contained in Section 2 above. The breaching Party shall have thirty (30) days to cure nonconformance. If nonconformance is not cured within thirty (30) days, the nonconforming Party shall be in default.

4.3 Reimbursement will be payable within thirty (30) days of demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 5 percent per year).

4.4 It is not a waiver of or consent to default if a non-defaulting Party fails to immediately declare a default of another Party or delays in taking any action regarding a potential breach. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

4.5 Terms of use and maintenance of the Roadway may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

4.5 Monetary damages may be obtained by any Party or all Parties where obtainable as a legal remedy by law for breach of this Agreement.

4.6 If any Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees, other fees, and court and other costs.

5. Legal Construction and Interpretation

5.1 This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

5.2 This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

5.3 This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

5.4 If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

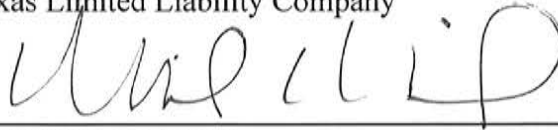
5.5 Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective acknowledgement dates below to be effective for all purposes as of the Effective Date.

[Signature pages follow]

Sentinel Peak HOA:

RANCHES AT SENTINEL PEAK ASSOCIATION, LLC
A Texas Limited Liability Company



Mike Clinard, President

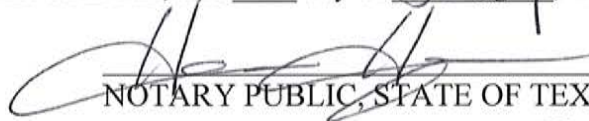
STATE OF TEXAS

COUNTY OF Hays

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared **Mike Clinard**, President of Ranches at Sentinel Peak Association, Inc., known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 15 day of July, 2022.



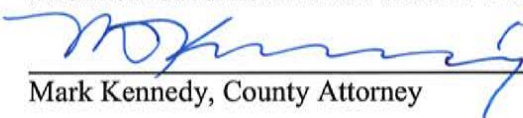
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 3-21-23



Hays County:

HAYS COUNTY
a Political Subdivision of the State of Texas


Mark Kennedy, County Attorney

STATE OF TEXAS

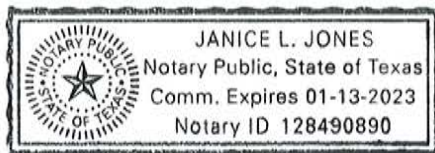
§
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COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Kennedy**, Attorney for Hays County, Texas, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 20th day of July, 2022.


NOTARY PUBLIC, STATE OF TEXAS

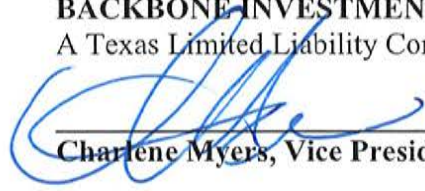


MY COMMISSION EXPIRES: 1-13-2023

Backbone Investments:

BACKBONE INVESTMENTS, LLC

A Texas Limited Liability Company



Charlene Myers, Vice President/Secretary/Treasurer

STATE OF TEXAS

§

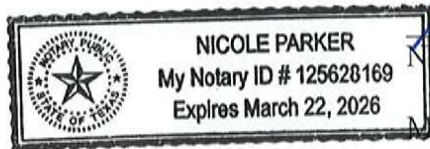
COUNTY OF Harris

§

§

BEFORE ME, the undersigned authority, on this day personally appeared **Charlene Myers**, Vice President of Backbone Investments LLC, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that she executed the same for the purposes expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 15 day of July, 2022.



NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 3/22/26

Rio Dulce Trust:

RIO DULCE TRUST

A Trust under the Laws of Texas



Charlene Myers, Trustee and Beneficiary

STATE OF TEXAS

§
§
§

COUNTY OF Harp _____

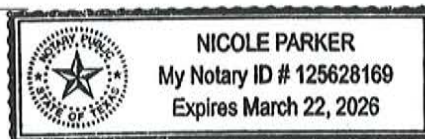
BEFORE ME, the undersigned authority, on this day personally appeared **Charlene Myers**, Trustee and Beneficiary of the Rio Dulce Trust, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that she executed the same for the purposes expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 15 day of July, 2022.

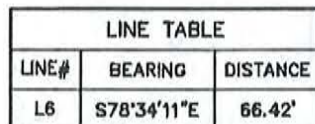


NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 3/22/24



SKETCH TO ACCOMPANY DESCRIPTION
OF 5.415 AC. OR 235,859 SQ. FT. OF LAND OUT OF
THE TEXAS CENTRAL RR CO. SURVEY NO. 945, ABSTRACT NO. 832,
THE Z. WILLIAMSON SURVEY NO. 946, ABSTRACT NO. 936,
AND THE C.D. ROBERTSON SURVEY NO. 999, ABSTRACT NO. 982
FISCHER, COMAL COUNTY, TEXAS



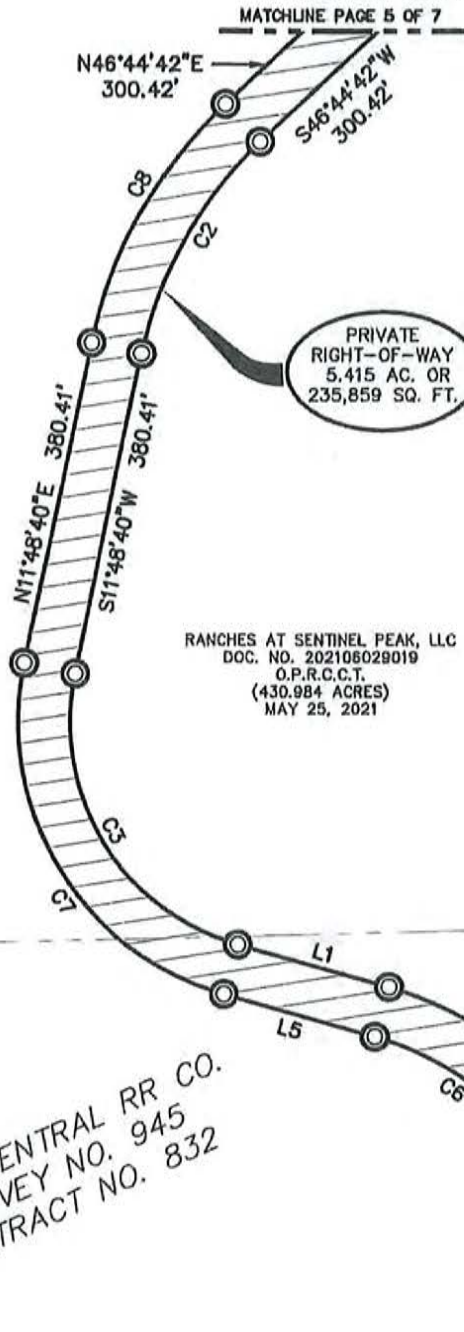
CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	653.04'	630.00'	59°23'29"	S17°02'58"W	624.20'
C9	617.98'	570.00'	62°06'59"	N15°41'13"E	586.13'

TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 5.415 AC. OR 235,859 SQ. FT. OF LAND OUT OF
THE TEXAS CENTRAL RR CO. SURVEY NO. 945, ABSTRACT NO. 832,
THE Z. WILLIAMSON SURVEY NO. 946, ABSTRACT NO. 936,
AND THE C.D. ROBERTSON SURVEY NO. 999, ABSTRACT NO. 982
FISCHER, COMAL COUNTY, TEXAS**



SCALE 1" = 200'



RANCHES AT SENTINEL PEAK, LLC
DOC. NO. 202108029019
O.P.R.C.C.T.
(430.984 ACRES)
MAY 25, 2021

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C2	286.57'	470.00'	34°56'03"	S29°16'41"W	282.15'
C3	405.54'	270.00'	86°03'28"	S31°13'04"E	368.48'
C4	290.11'	430.00'	38°39'19"	S54°55'08"E	284.63'
C6	249.63'	370.00'	38°39'19"	N54°55'08"W	244.92'
C7	495.66'	330.00'	86°03'28"	N31°13'04"W	450.36'
C8	323.15'	530.00'	34°56'03"	N29°16'41"E	318.17'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S74°14'48"E	183.27'
L5	N74°14'48"W	183.27'

Z. WILLIAMSON SURVEY NO. 946
ABSTRACT NO. 936

TEXAS CENTRAL RR CO.
SURVEY NO. 945
ABSTRACT NO. 832

APPROXIMATE SURVEY LINE

"MATKIN HOOVER ENG & SURVEY"

MATCHLINE PAGE 7 OF 7

CCAD# 780832000800
CCAD# 780936000500
SURVEYED BY:

ISSUED: 12-08-2021

PAGE 6 OF 7



**McGRAY & McGRAY
LAND SURVEYORS, INC.**

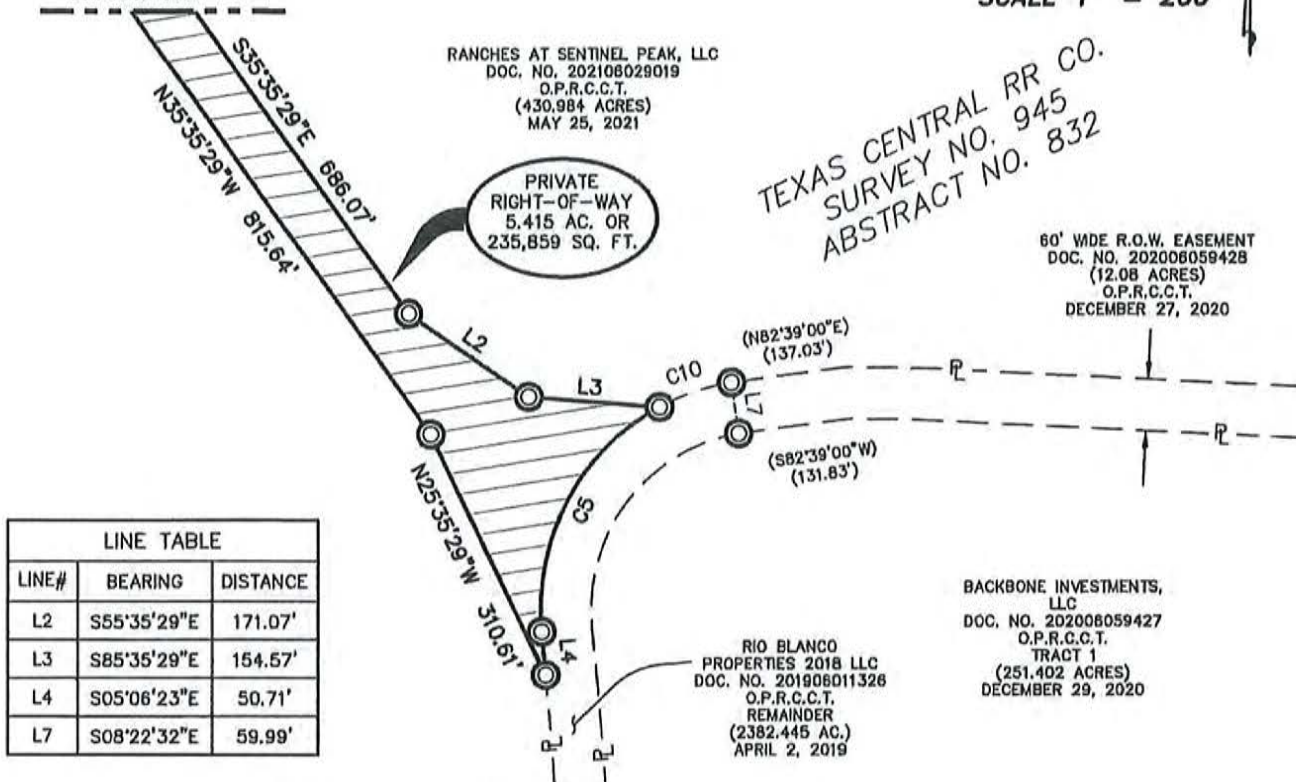
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

**SKETCH TO ACCOMPANY DESCRIPTION
OF 5.415 AC. OR 235,859 SQ. FT. OF LAND OUT OF
THE TEXAS CENTRAL RR CO. SURVEY NO. 945, ABSTRACT NO. 832,
THE Z. WILLIAMSON SURVEY NO. 946, ABSTRACT NO. 936,
AND THE C.D. ROBERTSON SURVEY NO. 999, ABSTRACT NO. 982
FISCHER, COMAL COUNTY, TEXAS**



SCALE 1" = 200'

MATCHLINE PAGE 6 OF 7



LINE TABLE		
LINE#	BEARING	DISTANCE
L2	S55°35'29"E	171.07'
L3	S85°35'29"E	154.57'
L4	S05°06'23"E	50.71'
L7	S08°22'32"E	59.99'

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C5	313.71'	267.33'	67°14'08"	S28°00'02"W	296.01'
C10	89.28'	267.33'	19°08'06"	N71°11'09"E	88.87'

LEGEND

- 1/2" IRON ROD CAP FOUND
DESCRIPTION NOTED
- ⊙ 1/2" IRON ROD WITH CAP STAMPED
"MCGRAY & MCGRAY" SET
- * COTTON SPINDLE SET
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS
COMAL COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℙ PROPERTY LINE
- DOC. NO. DOCUMENT NUMBER
- (.....) RECORD INFORMATION

NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00.
2. ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES AND AND IN SURVEY FEET.



Chris Conrad

12/08/2021

CHRIS I. CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE
Note: There is a description to accompany this plat.

M:\GARVER\20-157~Sentinel Park\DWG\Parcels\Sentinel 60 Foot Private ROW.dwg

CCAD# 780832000800
CCAD# 780936000500
SURVEYED BY:

ISSUED: 12-08-2021
PAGE 7 OF 7

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBP&S SURVEY FIRM #10095500

JOB NO.: 20-157

EXHIBIT B

DATE: 08/06/2014
FILE: 08/06/2014

NO.	DATE	REVISION	APPROVED

 <p>3755 S. Capital of Texas Hwy Austin, TX 78704 (512) 460-0000</p>	<p>REGISTRATION NO. P-0170</p>	<p>PRJ. NO. 20141060</p>	<p>DESIGN LWF</p>	<p>SENTINEL PEAK PRESERVE STREET AND DRAINAGE IMPROVEMENTS PROJECT LAYOUT EXHIBIT COAL COUNTY, TEXAS</p>	<p>SHEET 1 OF 1</p>
	<p>DATE 08/06/2014</p>	<p>CHECK JMB</p>	<p>DATE 08/06/2014</p>		
	<p>SCALE AS SHOWN</p>	<p>DATE 08/06/2014</p>	<p>CHECK JMB</p>		
	<p>DATE 08/06/2014</p>	<p>CHECK JMB</p>	<p>DATE 08/06/2014</p>		

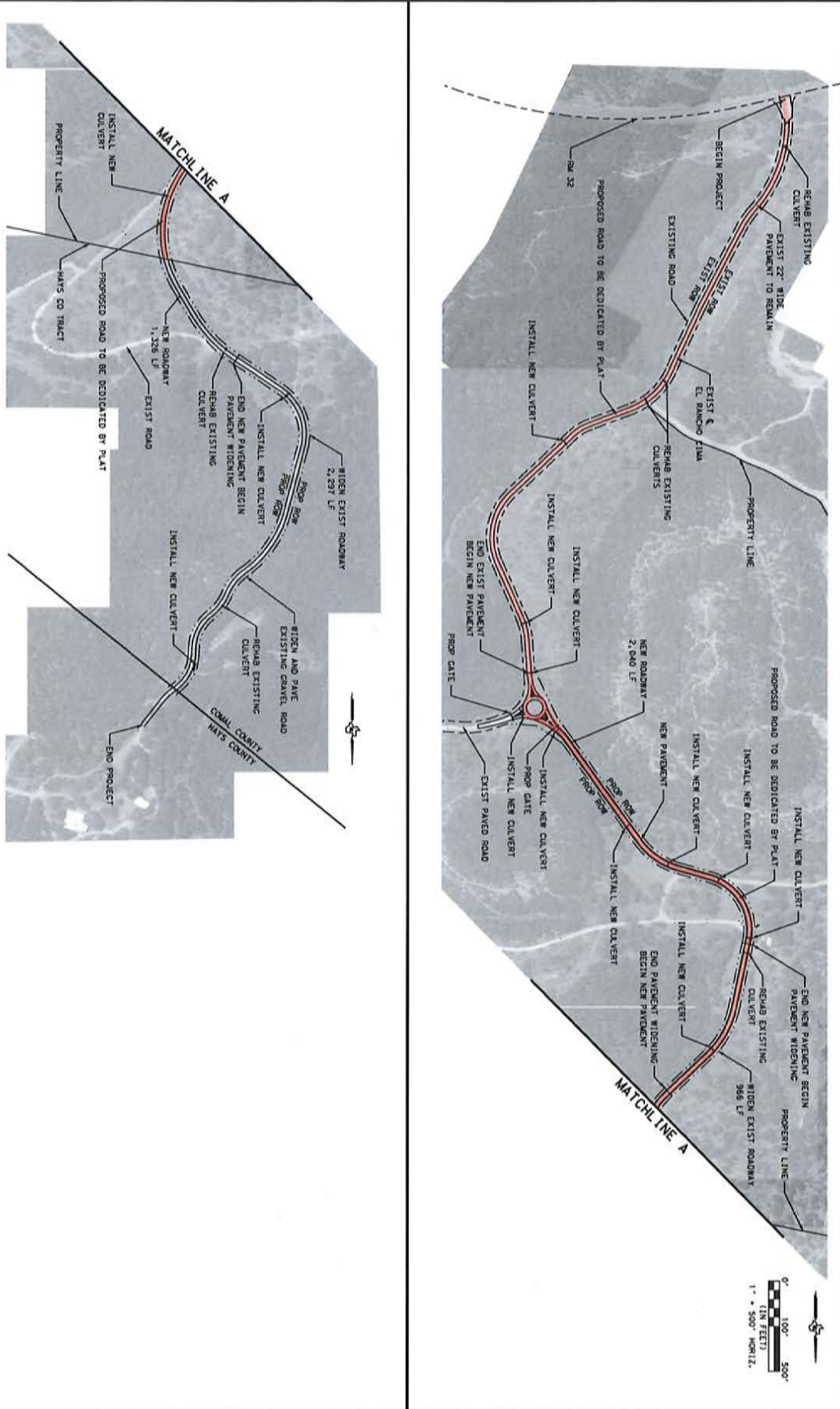
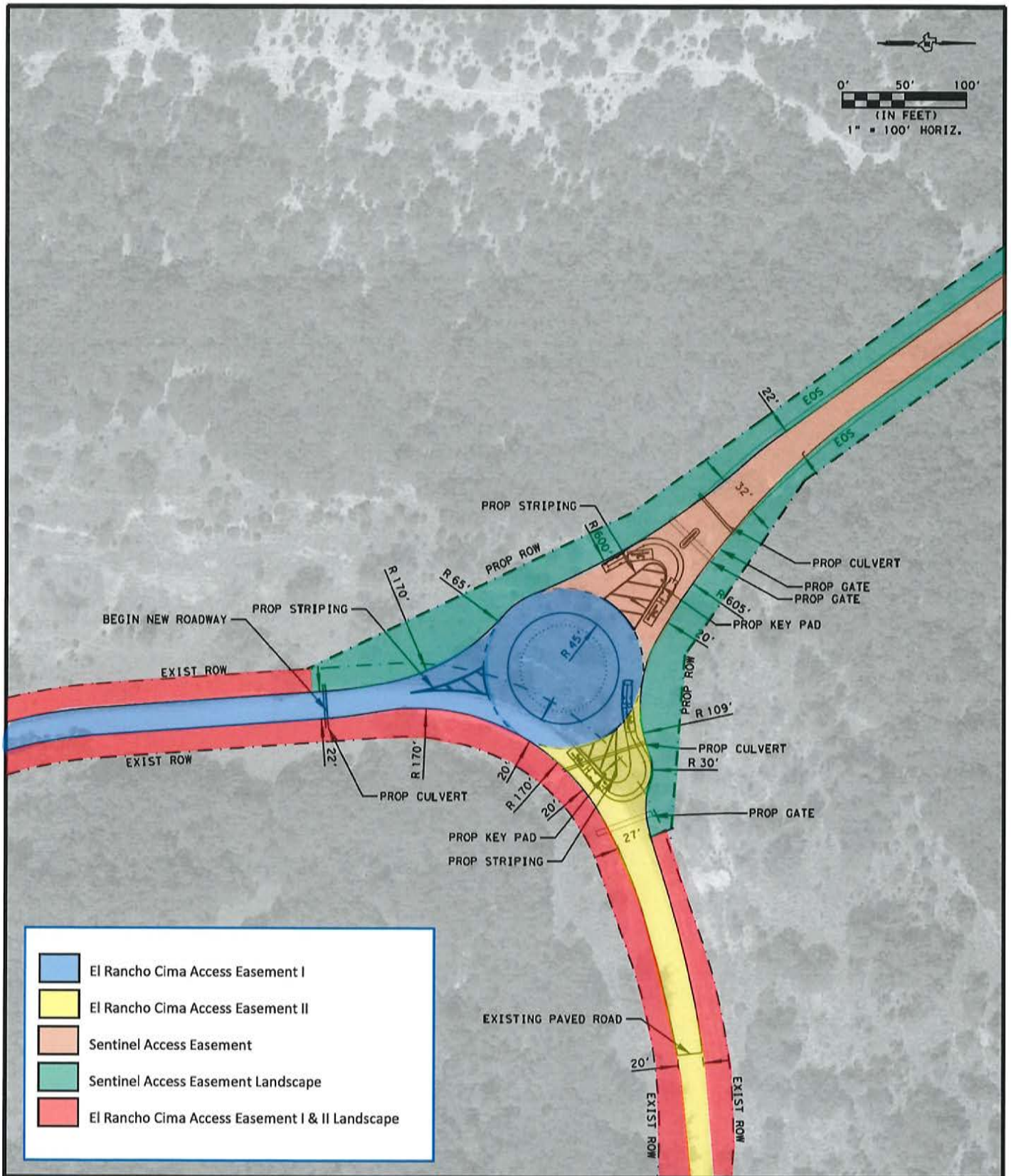


EXHIBIT B-1



- El Rancho Cima Access Easement I
- El Rancho Cima Access Easement II
- Sentinel Access Easement
- Sentinel Access Easement Landscape
- El Rancho Cima Access Easement I & II Landscape



TEXAS
REGISTRATION NO.
F-5713

3755 S. Capital of Texas Hwy
Suite 325
Austin, TX 78704
(512) 489-0009



SENTINEL PEAK PRESERVE
STREET AND DRAINAGE IMPROVEMENTS

DETAIL

COMAL COUNTY, TEXAS

SHEET
01 OF 01

SHEET NO.



NOTES

1. ALL DISTANCES ARE APPROXIMATE AND SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

2. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

3. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

4. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

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7. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

8. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

9. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.

10. THE DESIGNER HAS CONDUCTED A VISUAL VERIFICATION OF THE PROPOSED LAYOUT AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE DESIGNER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT BEEN ADVISED OF ANY SURVEY DATA.



1 LANDSCAPE LAYOUT
SCALE: 1" = 20'



DOUBLE B DESIGN DESIGN, LLC 1001 N. 101st Ave. Suite 100 Dallas, TX 75243 Phone: (214) 343-1111 Fax: (214) 343-1112 Email: info@doublebdesign.com Website: www.doublebdesign.com		RANCHES AT SENTINEL PEAK FISCHER, TEXAS	
DRAWING INFO DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]		REVISIONS NO. DESCRIPTION 1. [Description] 2. [Description]	
SHEET TITLE LANDSCAPE CONCEPT		LS 1.1	

SHADE CANOPY TREES

SYMBOL	QTY.	PLANT NAME	SIZE
	xx	LINE OAK	3" CAL.
	xx	Quercus virginiana	
	xx	LIVE OAK	
		Quercus virginiana	

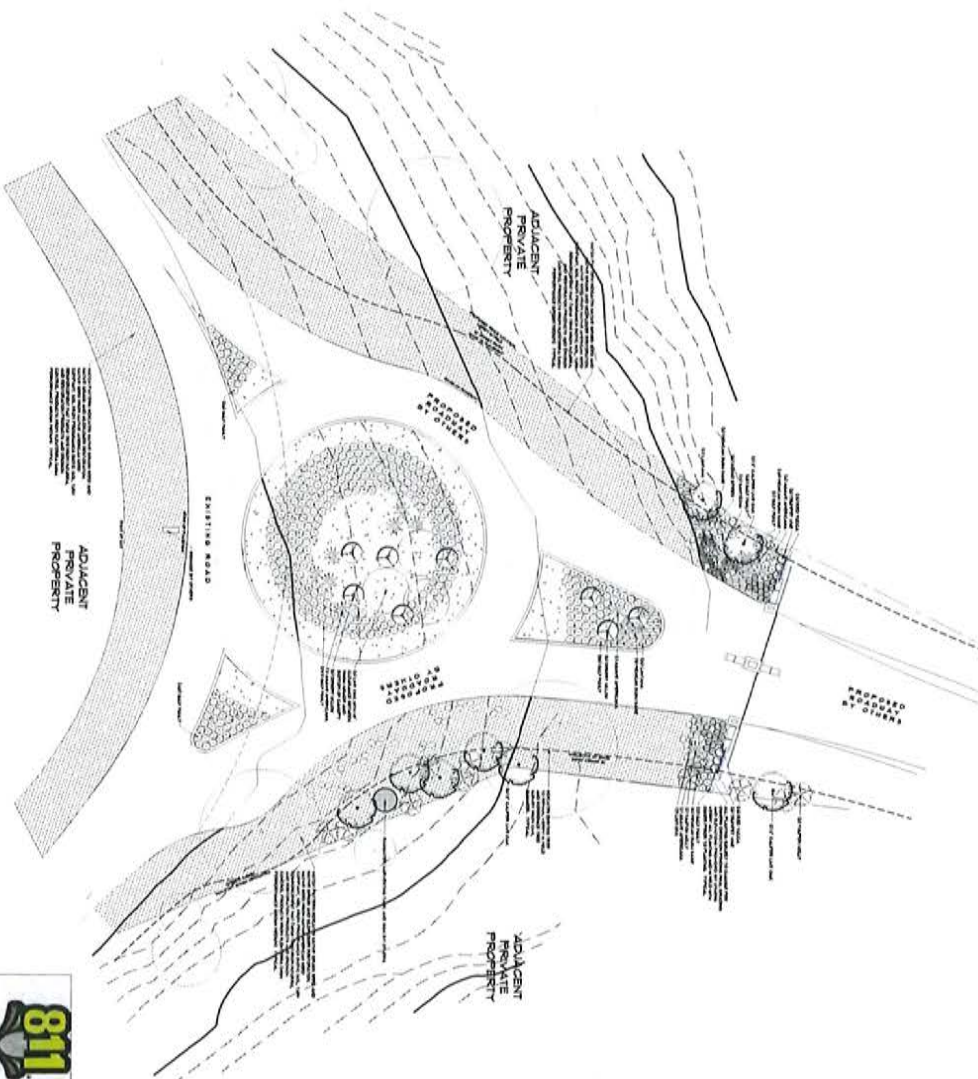
SYMBOL	QTY.	PLANT NAME
--------	------	------------

SYMBOL	QTY.	PLANT NAME	SIZE
	xx	DESERT WILLOW <i>Chrysopsis linearis</i>	30 GAL.
	xx	YALEPON HOLLY <i>Ilex vomitoria</i>	30 GAL.

SYMBOL	QTY.	PLANT NAME
--------	------	------------

SYMBOL	QTY.	PLANT NAME	SIZE
	xx	CENTRAL PLANT GAZE	24 BOX
		Aster americanus	MIN.
	xx	GLUE MULLY	3 GAL.
		Marigolds, dahlias	
	xx	TRUBLET WINE	5 GAL.
		Campus indicus	
	xx	RED VIOLET	3 GAL.
		Impatiens parviflora	
	xx	LANTANA	1 GAL.
		Lantana spp.	
	xx	MEXICAN BUSH SAGE	1 GAL.
		Salvia leucantha	
	xx	SANTOLINA	1 GAL.
		Statice chamaejasminiflora	
	xx	INDIGO SPINES	1 GAL.
		Salvia indigo spicata	

1 LANDSCAPE LAYOUT



Know what's Below.
Call before you dig.



DOUBLE B
B·B
DESIGN

**DOUBLE B
DESIGN, LLC**
P.O. BOX 36604

Don't let Design save the day to the drawing and under no circumstances may the drawing be reproduced, altered, replicated or modified by any party.

PLANS FOR REVIEW PURPOSES ONLY. SHALL NOT BE USED FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

DESIGN DEVELOPMENT 20% SET

FISCHER, TEXAS

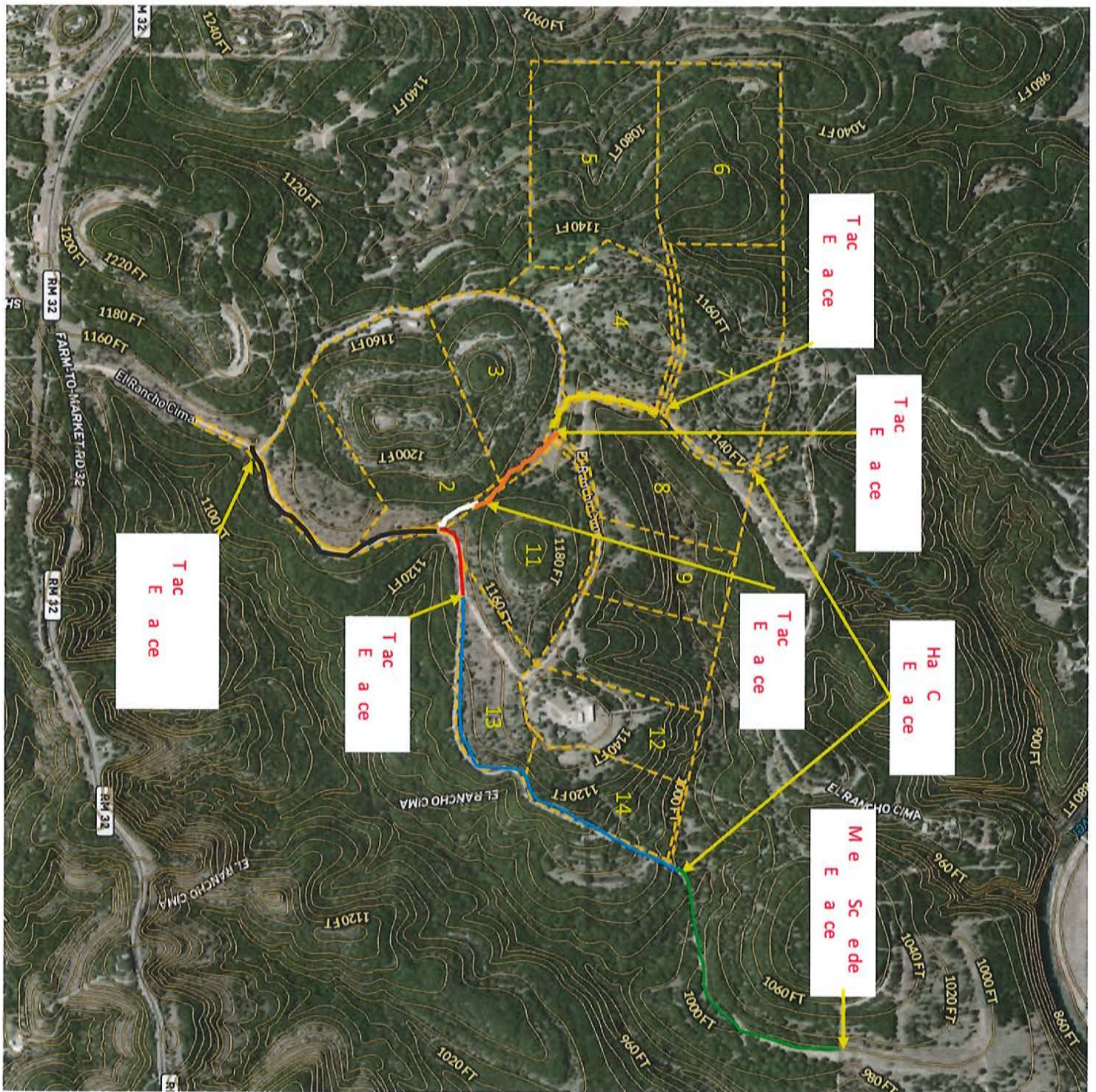
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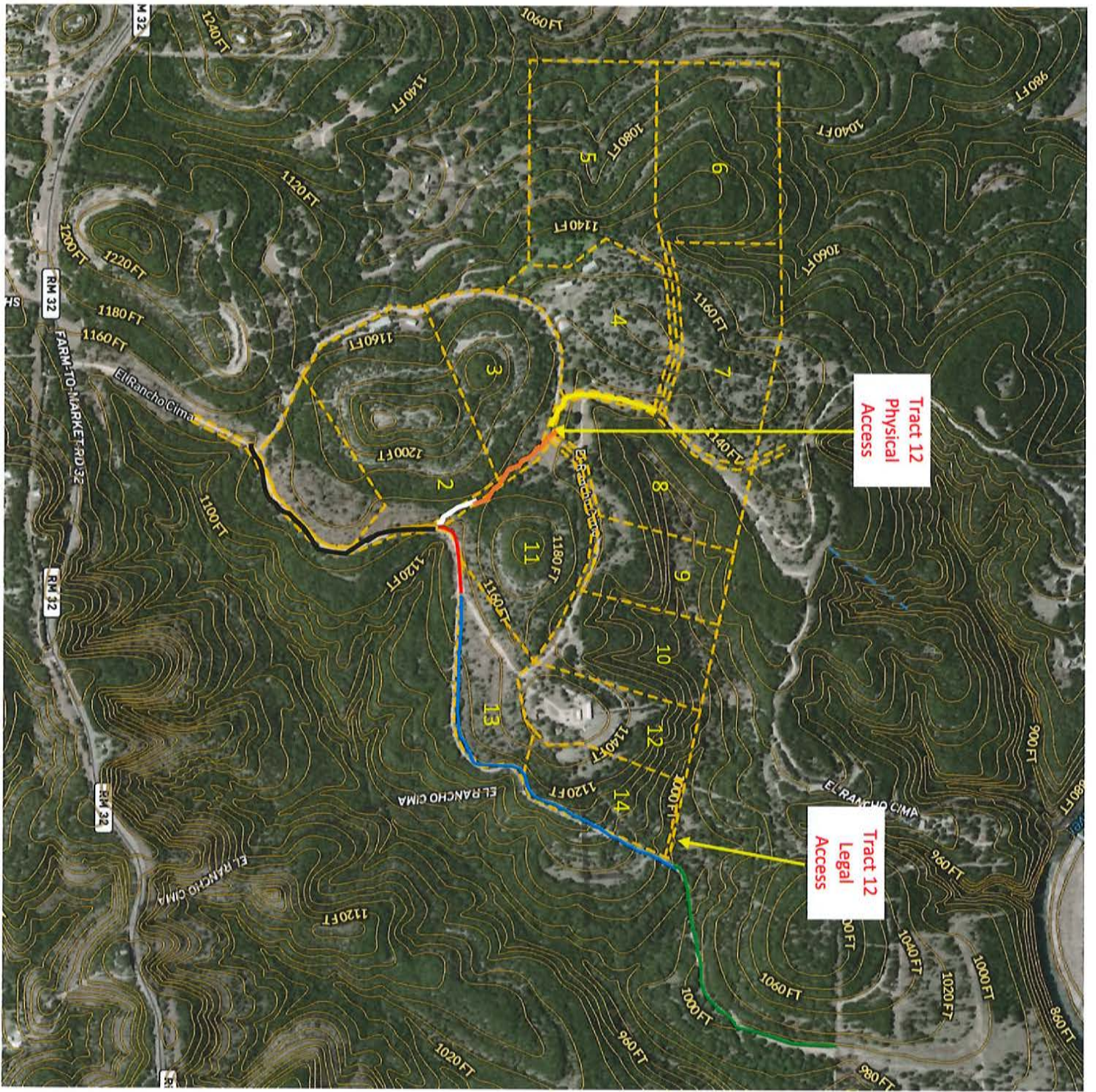
PREVISIONS

SHEET TITLE
LANDSCAPE
CONCEPT

LS 1.1

EXHIBIT D





DATE 03.14.2022

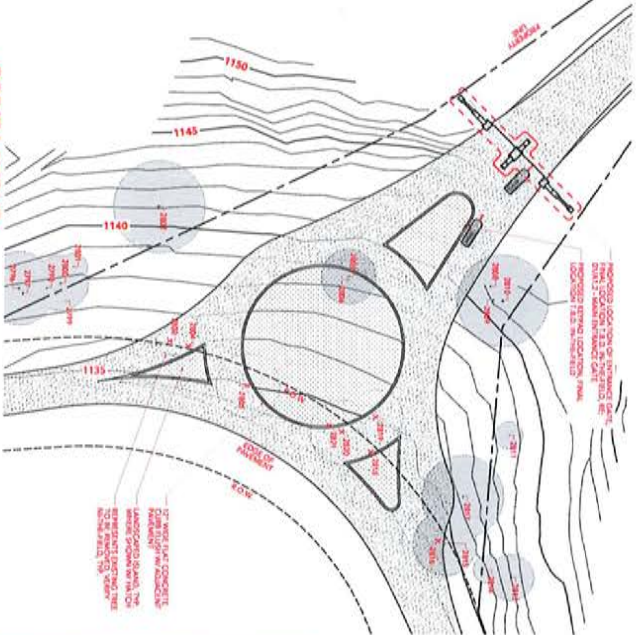
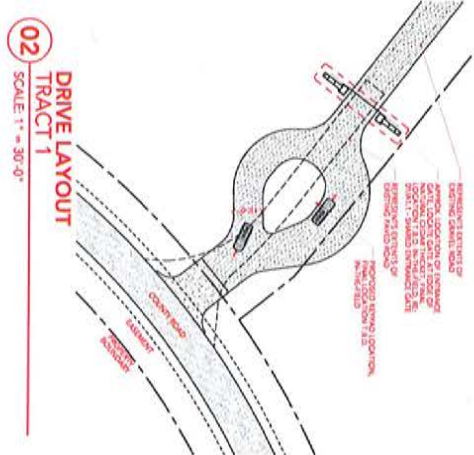
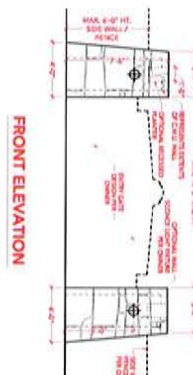
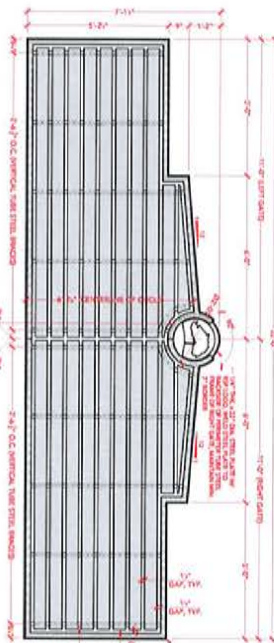
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EXHIBIT F

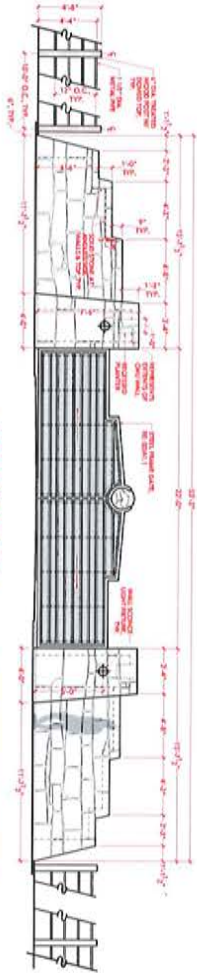
FRONT ELEVATION



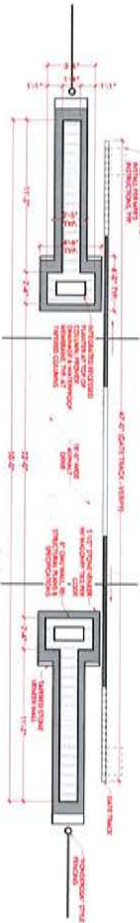
PLAN



02 STEEL FRAME GATE SCALE 1/8" = 1'-0"



FRONT ELEVATION



PLAN

01 **SHARED ENTRANCE GATE**
SCALE 1/4" = 1'-0"

[illegible]

DATE
03.14.2022



812.842.1208

RANCHES
at Sentinel Peak
XXXX STREET AVE.
CITY, TEXAS XXXXX

BURLESON
DESIGN GROUP
ARCHITECTS

**NOT FOR
CONSTRUCTION**

A1:1

DRAWN BY	TH
CHECKED BY	RE
SHEET	

NORTH



DRAWN BY
CHECKED BY
SHEET

A1.2



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/27/2022 11:23:13 AM
TAMMY 30 Page(s)
202206034124



Bobbie Koepp

**AGREEMENT BETWEEN PATRIOTS' HALL OF DRIPPING SPRINGS, TEXAS AND HAYS
COUNTY, TEXAS FOR THE IMPROVEMENT OF PROPERTY DEDICATED FOR THE
BENEFIT OF MILITARY VETERANS AND THE PUBLIC**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas ("County") and Patriots' Hall of Dripping Springs, a Texas domestic nonprofit corporation ("Patriots' Hall"). The above-named entities are hereinafter sometimes collectively referred to as the "Parties" and to each as a "Party".

For and in consideration of the mutual agreements herein exchanged, County and Patriots' Hall hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide funding for the establishment of an activities/resource center and hub for therapeutic workshops, educational opportunities, and social gatherings primarily serving the military veteran community of Hays County, but also setting aside certain days for general admission by the public (hereinafter "Patriots Hall Property"). The Patriots' Hall Property is an approximately ten (10) acre tract of land located along Highway 290 within Precinct 4 of Hays County. Improvements to the Project are described in Exhibit "A" and depicted in Exhibit "B", which are attached hereto, incorporated herein by reference, and referred in this Agreement as "the Project." Legal description(s) of the Patriots' Hall Property are attached hereto as Exhibit "C" and incorporated herein by reference.
- 1.2 This Agreement proposes the lawful use of Hays County general obligation bond funds authorized under Chapter 1251 of the Texas Government Code and the vote of the citizens of Hays County, Texas, which affirmed and authorized the County's issuance of up to Seventy-Five Million Dollars (\$75,000,000.00 USD) in bonds "for the purpose of constructing, improving, renovating, equipping and acquiring land and interests in land,

buildings and facilities for park and recreational purposes, including but not limited to constructing and improving parks and the acquisition of land and interests in land in connection therewith; acquiring open space and conservation land and acquiring conservation easements on land for any authorized purposes, including to ensure its availability for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protecting natural resources by minimizing flood risks and improving flood safety; improving connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure.”

- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in Section VI of this Agreement, the provision of specified funding for final acquisition of the Patriots’ Hall Property and the implementation of certain Project improvements described and depicted in Exhibits “A” and “B”, as approved by the County’s Program Manager. By and through this Agreement, as more particularly specified elsewhere in the Agreement, the Patriots’ Hall Property will generally serve the educational and recreational needs of the County, specifically the military veteran community. The County’s funding toward the Project will enhance the Patriots’ Hall Property for the use and enjoyment of County citizens.

II. Term; Expenditure.

- 2.1 This Agreement is made for a term beginning on the 7th day of June 2022 (“Effective Date”) and shall remain in effect until total expenditure of County funding toward final acquisition of the Patriots’ Hall Property and/or construction of improvements identified in Exhibits “A” and “B”. The obligations of the Parties may extend beyond this term where such extension is indicated within this Agreement.

- 2.2 Patriots' Hall shall expend funding it has received from sources other than the County prior to expending County funds. If Patriots' Hall has not spent monies provided under this agreement within three (3) years of the Effective Date, and such funds are no longer needed for the purposes described herein, then the remaining funds shall be returned to the County.

III. Patriots' Hall Duties

- 3.1 In consideration of County's obligations under this Agreement, Patriots' Hall shall conduct its business under this Agreement as follows:
- a. In any Construction Contract executed for improvement of the Project, Patriots' Hall shall require payment and performance bonds, insurance, and all other terms and conditions that are a standard of the industry and in accordance with all applicable federal and state laws and local ordinances;
 - b. In any Construction Contract executed for improvement of the Project, Patriots' Hall shall require five percent (5%) retainage on each payment to the Contractor;
 - c. In any Construction Contract executed for improvement of the Project, the parties to that contract shall agree that Contractor is an independent contractor of Patriots' Hall and any entity funding the improvements on behalf of Patriots' Hall.
- 3.2 In consideration of the County's obligations under this Agreement, Patriots' Hall shall acknowledge County contributions to the Project by including reference to Hays County on public signage and public literature that promotes and/or serves the Project.
- 3.5 Patriots' Hall shall operate the Project as a facility for the use and benefit of Hays County military veterans and the veteran community as a whole. Patriots' Hall shall also provide periodic access to the general public, with reasonable limitations on the time, place, and

manner of the public's use, by way of special events such as those described in Exhibit "D", which are currently some of the programmatic objectives for the Project.

3.6 Patriots' Hall shall be solely responsible for costs related to the operation and maintenance of the Project. County shall not be responsible for any costs related to operation and maintenance of the Project, unless specified by a separate legal instrument expressly approved by the Hays County Commissioners Court.

3.7 If the Project changes substantially from that described and depicted in Exhibits "A" and "B", Patriots' Hall shall contact the Hays County Office of General Counsel in writing. Substantial changes to the Project must be reviewed by the County Commissioners Court.

Substantial changes to the Project may result in:

(1) amendment to the original Project described and depicted in Exhibits "A" and "B";

or

(2) a renegotiation of which aspects of the Project may be improved utilizing County funds.

3.8 Within sixty (60) days after Effective Date, the Patriots' Hall shall submit to the County all records of expenditures related to the Project incurred as of the Effective Date, as a means for establishing the baseline of expenditures for the Project to date.

IV. County's Rights and Duties.

4.1 Subject to the conditions precedent cited in Article V of this Agreement, County shall pay Patriots' Hall an amount not to exceed a total of One Million, Five Hundred Thousand Dollars (\$1,500,000.00 USD), which are lawfully available current funds, for the final acquisition of the Property and the implementation of certain Project improvements described and depicted in Exhibits "A" and "B", as approved by the County's Program Manager. Within fifteen (15) business days of the Effective Date, the County shall pay

Patriots' Hall the amount needed to finally acquire the Property, currently estimated at Six Hundred and Sixty-Six Thousand, Four Hundred and Forty-Nine Dollars (\$666,449.00 USD). The County's Program Manager, Halff Associates (or successor), shall then work with Patriots' Hall to identify the Project improvements eligible for the remaining funds. The County shall pay Patriots' Hall in one or more disbursements, the funds needed to make the identified improvements, after application for such funds is made by Patriots' Hall, with co-signature of the County's Program Manager.

- 5.2 County, or its Program Manager on behalf of the County, shall, upon ten (10) days' written notice to Patriots' Hall, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the Project. County's rights under this Section shall extend until three (3) years after the termination date cited in Section 2.1, above. The County may utilize the records provided under this section to ensure any monies provided under this agreement have been expended by Patriots' Hall for the purposes described herein.

V. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the Parties upon approval by the Hays County Commissioners Court and the managing board of Patriots' Hall.
- 6.2 **Dedication of Property.** As a condition precedent to the terms and conditions of this Agreement, Patriots' Hall shall present evidence to the County that the Property associated with the Project is burdened with a public dedication, or its equivalent, that runs with the land and grants a right of access, under the programs developed by Patriots' Hall, to military veterans, and periodically to the general public, also under the programming developed by Patriots' Hall ("Public Dedication"). This Public Dedication shall run with the land for a term not less than twenty-five (25) years.

VI. Amendments.

- 7.1 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the managing board of Patriots' Hall.

VII. Authorization to Sign.

- 8.1 The Hays County Judge is authorized to sign this Agreement on behalf of Hays County, Texas. Kathryn Chandler, President and Director of Patriots' Hall of Dripping Springs, is authorized to sign this Agreement on behalf of Patriots' Hall.

VIII. Representations.

- 9.1 Patriots' Hall and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
 - b. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement.

IX. Severability.

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

XI. Entire Agreement.

- 11.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements contemplated in this Agreement.


XII. Applicable Law and Venue

- 13.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED IN DUPLICATE ORIGINALS THIS _____ DAY OF _____ 2022.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

PATRIOTS' HALL OF
DRIPPING SPRINGS, TEXAS


BY: Kathryn Chandler
President & Director

HAYS COUNTY, TEXAS


RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

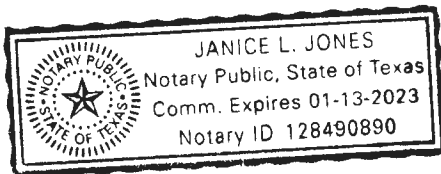

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK



STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared **Kathryn Chandler**, President and Director of Patriots' Hall of Dripping Springs, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purposes expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 29 day of July, 2022.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 1-13-2023

Exhibit A
The Project
(Description)

Patriots' Hall of Dripping Springs aims to help bridge this gap by welcoming Veterans of all ages and military service to explore therapeutic workshops, art classes, weekend campouts, education and employment seminars, family gatherings, land stewardship, VA Claims Assistance and Wellness Clinic.

The project site, which is approximately 10 acres, will feature trails, facilities that promote outdoor activities such as horseback riding, physical fitness, and gardening, as well as 2 buildings that accommodate counseling, meetings, and workshops.

Exhibit B
Project Site Plan
(Depiction)



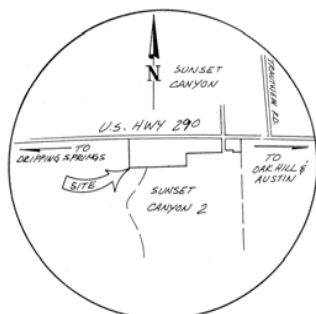
LEGEND

- ① PATRIOTS' HALL ENTRY COURT
- ② AMERICAN LEGION / VFW ENTRY COURT
- ③ SHADED SEATING AND LIGHTING AT ENTRY
- ④ OUTDOOR FLEXIBLE COURTYARD
- ⑤ COVERED BBQ AND SERVING STRUCTURE
- ⑥ OUTDOOR EVENT SPOILOVER
- ⑦ COUNSELING BUILDING
- ⑧ NATURAL TRAILS
- ⑨ OBSTACLE COURSE
- ⑩ EVENT LAWN
- ⑩a MEMORIAL OPPORTUNITY
- ⑪ CONCRETE TRAIL (ADA COMPLIANT)
- ⑫ INTERSECTION GARDEN
- ⑬ HORSE CORRAL AND BARN
- ⑭ CAMPING GROUNDS
- ⑮ POND WITH THREE BUBBLERS
- ⑯ FISHING PIER
- ⑰a SHADED NOOK
- ⑰b SHADED NOOK
- ⑰c SHADED NOOK
- ⑱ LABYRINTH AND NOOK
- ⑲ BEE-KEEPING (APIARY)
- ⑳ GREENHOUSE
- ㉑ COMMUNITY GARDEN AND SHED (PROXIMITY / ACCESS TO PARKING)
- ㉒ CHAPEL WITH ROSE GARDEN (VIEW OF POND)
- ㉓ LAWN GAMES
- ㉔ CHILDREN'S NATURE PLAY

Exhibit C
The Property (Legal Descriptions)

Lots 18, 19, 20 and 24, SUNSET CANYON SECTION 2C, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 3, Page 397, Plat Records of Hays County, Texas.

(See attached document)



LOCATION MAP
NOT TO SCALE

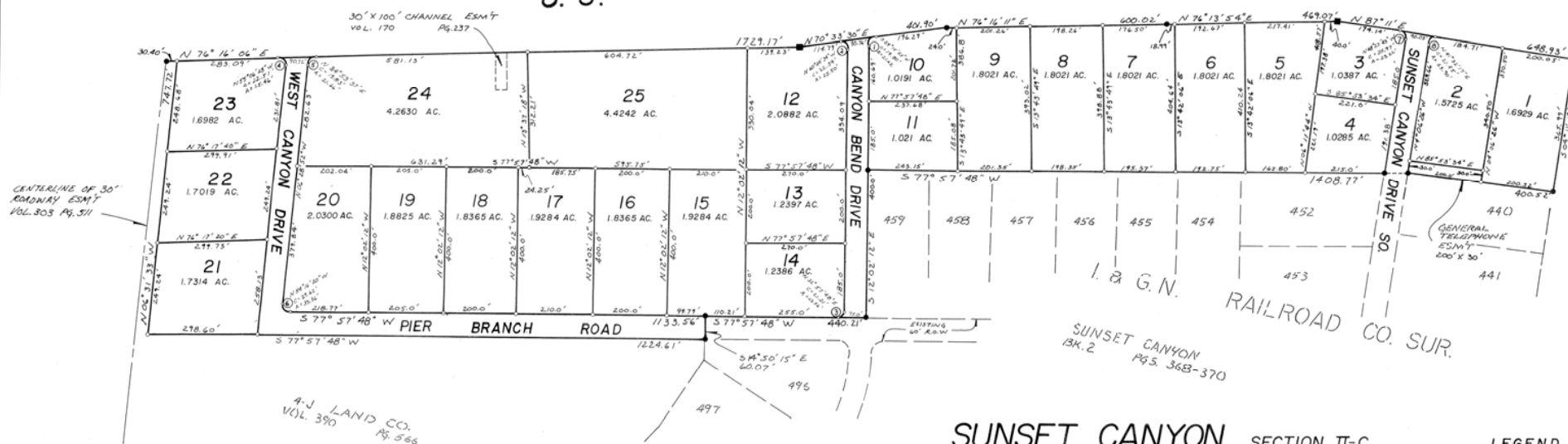
W. WALKER SUR.

130

U. S.

HWY.

290



SUNSET CANYON SECTION II-C

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- CON. MONUMENT FOUND
- CON. MONUMENT SET

OWNER: THE JACKSON COMPANY
4000 HWY. 290 EAST
DRIPPING SPRINGS, TEXAS
78620

TOTAL ACREAGE IN SUBDIVISION: 50.4497 AC.

TOTAL NO. OF LOTS: 25

TOTAL LENGTHS OF ROADS: 2672.77 LIN. FT.

TOTAL AREA WITHIN RIGHT OF WAYS: 3.6896 AC.

CURVE

DATA

1	2	3	4	5	6	7	8
$I = 82^{\circ}35'15''$	$97^{\circ}24'45''$	$90^{\circ}00'$	$97^{\circ}15'02''$	$82^{\circ}44'58''$	$95^{\circ}33'20''$	$88^{\circ}42'34''$	$91^{\circ}17'26''$
$R = 15.00'$	$15.00'$	$15.00'$	$15.00'$	$15.00'$	$20.00'$	$15.00'$	$15.00'$
$T = 13.17'$	$17.08'$	$15.00'$	$17.03'$	$13.21'$	$22.04'$	$14.67'$	$15.34'$
$A = 21.62'$	$25.50'$	$23.56'$	$25.46'$	$21.66'$	$33.36'$	$23.22'$	$23.90'$
$C = 19.80'$	$22.54'$	$21.21'$	$22.51'$	$19.83'$	$29.62'$	$20.97'$	$21.45'$

AUG 85'

AC

OAK HILL SURVEYING
COMPANY, INC.
6120 HWY. 290 WEST
AUSTIN, TEXAS 78735
PH. (512) 892-9320

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: That The Jackson Company, a corporation organized and existing under the laws of the State of Texas, with its home address at 4000 HWY 290 East, Dripping Springs, Texas, owners of 50.4497 acres of land out of the William Walker Survey 130, & I & G.N. Railroad Survey in Hays County, Texas as conveyed to it by deed dated MAR. 11, 83, and recorded in Volume 390, Page 566, of the Hays County Deed Records, DOES HEREBY SUBDIVIDE 50.4497 acres of land out of the William Walker Survey 130, & I & G.N. Railroad Survey to be known as the SUNSET CANYON SECTION II C, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and does hereby dedicate to the public the use of the streets and easements shown hereon.

IN WITNESS WHEREOF the said The Jackson Company has caused these presents to be executed by its President, L.O. Jackson, thereunto duly authorized, this the 6 day of Sept, A.D., 1985.

The Jackson Company

L.O. Jackson
L.O. Jackson, President

STATE OF TEXAS
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared L.O. Jackson known to me to be the person whose name is subscribed to the foregoing instrument as President of The Jackson Company and acknowledged to me that he executed the same in such capacity as the act and deed of said corporation for the purposes and considerations therein stated.

Given under my hand and seal of office this the 6 day of Sept, A.D., 1985

Thida Garcia
NOTARY PUBLIC in and for HAYS
County, Texas

"In approving this plat by the Commissioners Court of Hays County, Texas it is understood that the building or 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 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 construction any bridges, or culverts in connection therewith.

STATE OF TEXAS
COUNTY TO HAYS

I, LYDELL B. CLAYTON, COUNTY CLERK OF HAYS COUNTY, TEXAS, do hereby certify that on the 9th day of September, A.D., 1985, 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 in Book M, Page .

WITNESS MY HAND AND SEAL OF OFFICE this the 9th day of September, A.D., 1985.

Walter Burnett
WALTER BURNETT
COUNTY JUDGE
HAYS COUNTY, TEXAS

Lydell B. Clayton
LYDELL B. CLAYTON
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

213776

I, LYDELL B. CLAYTON, 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 12th day of Sept, A.D., 1985, at 1:10 o'clock P.M., and duly recorded on the 12th day of Sept, A.D., 1985 at 1:15 o'clock P.M., in the Plat Records of Hays County, Texas, in Book 3, Page 397-398.

WITNESS MY HAND AND SEAL OF OFFICE this the 12th day of Sept, A.D., 1985

Lydell B. Clayton
LYDELL B. CLAYTON, COUNTY CLERK,
HAYS COUNTY, TEXAS

No structure in this subdivision shall be occupied until connected to a Public Sewer System or to an Individual Sewage Disposal System which has been approved and permitted by the San Marcos-Hays County Health Department.

Terry Ewald
Terry Ewald, Sanitarian
San Marcos-Hays County Health Dept.

9-9-85
Date

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: I, the undersigned, a Registered Public Surveyor in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

Jimmy E. Johnson
Reg. Public Surveyor No. 4018

1/4, 85'

1/4

OAK HILL SURVEYING
COMPANY, INC.
6120 HWY 290 WEST
AUSTIN, TEXAS 78735
PH. (512) 892-9320

Exhibit D

Public Programming

Patriots' Hall will implement an array of events throughout each year, including but not limited to the following:

Quarterly Art Show/cocktail hour evenings - to display veteran artwork from our ongoing therapeutic art classes to the public and socialize with the artists.

Shark Tank competition for Vets - an opportunity for creative Veterans to present their business ideas to the public. Involving local celebrities with the local community as audience. 1-2 times per year.

Community Movie Nights.

Elections Polling Place for local, state, and federal elections, as needed for the Hays County Elections Department.

Question and Answer workshop between Military Veterans and local youth.

Veteran vs Community fitness challenges: School sports teams competing against Military Veterans, utilizing the military obstacle course on the Patriots' Hall Property, along with workout equipment and boot camp challenges.

Other Fitness Challenges for the community, including the "Murph Challenge."

Veteran Vegetable/Flower Garden and Bees hives: Learning land stewardship from our Veteran Master gardener.

Sponsoring local groups such as Boy Scout Troop PAC 4, allowing them to gather at the Patriots' Hall Property.

Super Bowl and other sporting event viewing parties for veterans and the community.

The Patriots' Hall will also be occasionally available to rent out to the public, as long as it doesn't interfere with ongoing Patriots' Hall programming.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

CUTLER

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and the Wimberley Independent School District related to the addition of two (2) additional School Resource Officers. **SHELL/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: \$103,985

Line Item Number: TBD

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: TBD

Comments: Funding to be determined.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: Yes, \$103,985 to 001-618-00.4301 Intergovernmental Revenues

Comments: Expense Funding Source to be determined

Attachments

2nd Amendment

Exhibit A

SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY, TEXAS,
AND THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT

This 2nd Amendment to the Interlocal Cooperation Agreement Between Hays County, Texas, and the Wimberley Independent School District (“Amendment”) is made this 2nd day of August, 2022, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and the Wimberley Independent School District (hereinafter referred to as “WISD”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

Section II. B. of the Agreement shall be amended to reflect the following modifications.

B. It is contemplated that FOUR (4) full-time deputies will be assigned to provide the law enforcement services described herein and that these deputies shall be assigned to areas as agreed upon by the Sheriff’s Office and the WISD.

Exhibit A of the Agreement shall be deleted in its entirety and replaced with the amended and attached Exhibit A.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 2nd Amendment to the Interlocal Cooperation Agreement Between Hays County, Texas and the Wimberley Independent School District is hereby executed and effective this the 2nd day of August, 2022, as is evidenced by the authorized signatures of the Parties below.

Wimberley Independent School District

Hays County

Greg Bonewald
Superintendent

Judge Ruben Becerra
Hays County Judge

Attest:

Elaine Cardenas
Hays County Clerk

Exhibit A

Wimberley ISD
School Resource Officers

CURRENT:

Deputy Slot 0550-012

	Annualized	21% Hays Co	79% WISD
Base Salary ¹	79,291	16,519	62,772
Certification Pay	1,800	375	1,425
Salary	81,091	16,894	64,197
FICA/Medicare	6,203	1,292	4,911
Retirement	11,231	2,340	8,891
Insurances	12,228	2,548	9,681
Fringe	29,663	6,180	23,483
Vehicle Maint	2,500	521	1,979
Total	113,253	23,594	89,659

CURRENT:

Deputy Slot 0550-102

	Annualized	21% Hays Co	79% WISD
Base Salary ¹	84,120	17,525	66,595
Certification Pay	2,400	500	1,900
Salary	86,520	18,025	68,495
FICA/Medicare	6,619	1,379	5,240
Retirement	11,983	2,496	9,487
Insurances	12,228	2,548	9,681
Fringe	30,830	6,423	24,407
Vehicle Maint	2,500	521	1,979
Total	119,849	24,969	94,881

Total for 2 Officers	233,103	48,563	184,540
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Total Current Minimum Contract Costs:

1st Qtr (August (1/2) - November):	67,988	
2nd Qtr (December - February):	58,276	
3rd Qtr (March - May):	58,276	
WISD Current Total for 3 Qtr	184,540	
4th Qtr (June - August (1/2):	48,563	(optional summer)
Annualized Cost	233,103	

PROPOSED:

	Annualized	50% Hays Co	50% WISD
	72,562	36,281	36,281
	900	450	450
	73,462	36,731	36,731
	5,620	2,810	2,810
	10,175	5,087	5,087
	12,228	6,114	6,114
	28,022	14,011	14,011
	2,500	1,250	1,250
	103,985	51,992	51,992

PROPOSED:

	Annualized	50% Hays Co	50% WISD
	72,562	36,281	36,281
	900	450	450
	73,462	36,731	36,731
	5,620	2,810	2,810
	10,175	5,087	5,087
	12,228	6,114	6,114
	28,022	14,011	14,011
	2,500	1,250	1,250
	103,985	51,992	51,992

	207,970	103,985	103,985
--	---------	---------	---------

Total New Minimum Contract Costs:

1st Quarter:	34,662
2nd Quarter:	34,662
3rd Quarter:	34,662
WISD New Total for 3 Qtrs	103,985
Hays Co Total	103,985
Annualized Cost	207,970

TOTAL NEW CONTRACT

102,650
92,937
92,937
288,524
152,548
441,072

¹ Current Base Salary includes a 5% projected market increase for FY23; Proposed Base Salary is calculated utilizing current MBS 6 with a 5% projected market increase and standard certifications. The rates depicted in this Exhibit may change from year to year, in accordance with the Hays County Collective Bargaining Agreement. If such rate change occurs, the County shall provide notice as referenced in Section II of this Agreement.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

MONTAGUE

Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Truck City Ford in the amount of \$2,092.35 for the Constable, Precinct 3 Office related to battery and A/C compressor replacement on a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly. **SHELL/MONTAGUE**

Summary:

The Constable's Office had repairs completed on the 2015 F-150 LE Truck without procuring a purchase order as required per policy. Additional funds are required as the existing fleet is older and repairs to date have exceeded the available budgeted funds.

Fiscal Impact:

Amount Requested: \$2,092.35

Line Item Number: 001-637-00.5413

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: Partial funds are needed to process invoice. Potential funding source, county-wide contingencies.

Budget Amendment:

\$332 - Increase Vehicle Maintenance 001-637-00.5413

(\$332) - Decrease County Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: NO

G/L Account Validated Y/N?: Yes, Vehicle Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

Ford Invoice

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Austin, TX 78765

Main: (512) 312-0800

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Wrecker: (512) 454-0042

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CUSTOMER #: 127768

795148

INVOICE

HAYS COUNTY CONSTABLE

200 STILLWATER

WIMBERELEY, TX 78676

HOME: 512-618-9420 CONT: 512-618-9420

BUS: CELL:

PAGE 1

SERVICE ADVISOR: 9287 SCOTT TRAVIS JORDAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	15	FORD F-150	1FTEX1CF2FKE89764	1281193	82631/82633	T2562

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13APR21 IS							
13APR21 DD			19:00 28FEB22	20220568		CASH	11MAY22

R.O. OPENED	READY	OPTIONS:
12:55 28FEB22	17:53 11MAY22	ENG:5.0_Liter

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

A CUSTOMER STATES AC IS NOT BLOWING COLD.**04 A/C-HEATER SYSTEMS**

9412	CPL				1053.00	1053.00	
1	FL3Z*19703*C COMPRESSOR ASY				603.64	603.64	603.64
1	HL3Z*19849*D VALVE ASY - EVAPORATOR EXPANSI				61.60	61.60	61.60
31	YN*19* REFRIGERANT - R-134A				2.00	2.00	62.00
1	YN*12*D OIL - COMPRESSOR - AIR CONDITI				17.95	17.95	17.95
1	BXT*48H6*610 BATTERY				139.95	139.95	139.95
1	BATT Battery Fee				3.00	3.00	3.00

PARTS: 885.14 LABOR: 1053.00 OTHER: 3.00 TOTAL LINE A: 1941.14

82631 A/C PRESSURE / LEAK TEST, FOUND PRESSURES ALWAYS STATIC=**70/70 PSI. INSPECTED AND FOUND A/C COMPRESSOR FREE WHEELING INDICATED****SHAFT BROKEN. REPLACED COMPLETE A/C COMPRESSOR AND EXPANSION VALVE.****RECHARGE A/C SYSTEM, ROAD TESTED A/C COOLING FINE. BATTERY BAD HAS TO****BE JUMP STARTED, REPLACED BATTERY**

You may receive a survey from Ford Motor Co.

If for any reason you cannot answer
"Excellent" on the service you received,
please call the Service Manager,
Mike Rodgers at 512-312-0104.

STATEMENT OF DISCLAIMER	TERMS: STRICTLY CASH	NOTICE PURSUANT TO PROPERTY CODE, §70.001	DESCRIPTION	TOTALS
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto.	I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS AND COMMERCE CODE, §9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKE OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OF THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.	LABOR AMOUNT	1053.00
			PARTS AMOUNT	885.14
			GAS, OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	75.00
			TOTAL CHARGES	2013.14
			LESS INSURANCE	0.00
			SALES TAX	79.21
			PLEASE PAY THIS AMOUNT	2092.35

CUSTOMER COPY



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Application for Eligibility to participate in the Texas Facilities Commission Federal Surplus Property Program **BECERRA/T.CRUMLEY**

Summary

The Federal Surplus Property Program obtains property from the federal government and provides it to qualified organizations for a small handling fee, typically 5-10% of the (original) acquisition cost. We have warehouses in San Antonio and Fort Worth. This application is completed every 3 years. The last application was passed in Commissioners Court on February 12, 2019.

Attachments

Application

Additional Authorized Reps



FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 102-37)

- Complete pages 2-6 and return per the instructions at the bottom of this page.
- Page 6 must be signed by your organization's AUTHORIZING OFFICIAL. An "Authorizing Official" is the chief executive or financial officer for the applicant organization with authority to execute legal documents on your organization's behalf.
- Some organizations must submit supporting documentation with the application. See pages 8-11 for details.
- Public/government agencies are eligible. Certain nonprofit organizations, Veterans Service Organizations, Service Educational Activities, volunteer fire/EMS/search & rescue departments and small businesses may also qualify. To determine if your organization may be eligible, please refer to the categories listed on pages 2 and 8-11 or contact us.
- All organizations must reapply every three (3) years.
- INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CONTACT US AT (512) 962-4167 OR federal.surplus@tfc.texas.gov.
- Narrative Forms, Add/Delete Representative Forms, and all other program forms are available for download from the "Forms" section of our website: www.SurplusTexas.gov/federal.
- Instructions for completing page 2:
 - **SECTION I:** Provide the full legal name of your organization and Federal Employer ID #. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number (required), fax number (optional) and an email address (required). **E-mail addresses provided will receive notices about program updates, account status, compliance actions, and available property.**
 - **SECTION II:** Check the box that best describes your organization's type or primary purpose. If you are unable to determine which box to check, please see pages 8-11 for an explanation of the eligibility requirements for each type of organization, or contact our office for assistance.
 - **SECTION III:** Check only one box.
 - **SECTION IV:** Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a description of programs/services and facilities and/or supporting documentation regarding funding source(s). Public agencies (i.e., cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.
 - **SECTION V:** Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501 of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Public/government agencies, small businesses, Veterans Service Organizations, and VFDs are not required to submit documentation for this section.
 - **SECTION VI:** Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. SBA 8(a) businesses must submit proof of approval from the SBA. Veteran owned small businesses must submit proof of approval from the VA. Public/government agencies and VFDs are not required to submit additional documentation for this section.

SUBMIT PAGES 2-6 OF APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 962-4167 FAX: (512) 236-6173
federal.surplus@tfc.texas.gov

For more information about the Federal Surplus Property Program and to view available inventory, please visit: www.SurplusTexas.gov/federal



FEDERAL SURPLUS

APPLICATION FOR ELIGIBILITY

I. ORGANIZATION NAME & INFORMATION:

LEGAL NAME OF ORGANIZATION (include DBA name if applicable)

FEDERAL EMPLOYER ID (EIN)

STREET ADDRESS (no P.O. Boxes)

CITY

STATE

ZIP CODE

MAILING ADDRESS (if different from above)

CITY

STATE

ZIP CODE

COUNTY

TELEPHONE #

FAX #

FISCAL YEAR END DATE:

EMAIL:

II. TYPE/PURPOSE OF ORGANIZATION: (Check the box that best describes your organization. See pages 8-11 for requirements for specific types of organizations.)

- | | | |
|--|---|---|
| <input type="checkbox"/> City | <input type="checkbox"/> Public School, School District or ESC | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input type="checkbox"/> County | <input type="checkbox"/> Open-Enrollment Charter School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> College or University | <input type="checkbox"/> Provider of Assistance to Impoverished Persons |
| <input type="checkbox"/> Conservation (i.e., soil, water, or utility district) | <input type="checkbox"/> Child Care Center or Preschool | <input type="checkbox"/> Provider of Assistance to Homeless Persons |
| <input type="checkbox"/> Economic Development or COG | <input type="checkbox"/> Foster Care or Adoption Services | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> Educational Radio or TV Station | <input type="checkbox"/> Sheltered Workshop / Vocational Rehabilitation Program | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Library | <input type="checkbox"/> Residential Treatment Center | <input type="checkbox"/> Veteran Owned Small Business |
| <input type="checkbox"/> Museum | <input type="checkbox"/> Health Center (clinic, hospital, etc.) | <input type="checkbox"/> Veterans' Service Organization |
| <input type="checkbox"/> Zoo, Planetarium or Aquarium | <input type="checkbox"/> Service Educational Activity (e.g., Scouts) | <input type="checkbox"/> Historic Light Station |

III. APPLICANT STATUS: (check one)

- ☐ Public/Government agency (includes public schools & vol. fire depts.) ☐ Nonprofit organization ☐ Small business

IV. SOURCE(S) OF FUNDING: ☐ Tax-supported ☐ Grants ☐ Contributions ☐ Other _____

V. (For nonprofit organizations only) HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? ☐ Yes ☐ No

VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? ☐ Yes ☐ No

Required for nonprofit education or health organizations, conservation organizations, Veterans' Service Organizations, small businesses and Service Educational Activities.

IF YES, BY WHAT AUTHORITY? _____

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf. **An Authorized Representative must sign in the "Signature" provided space below to sign for the release of property.**
- II. Persons listed below without a signature may visit our warehouses and will be included in email broadcasts from our office but will not be able to sign for the release of property.
- III. All representatives listed in prior applications or account updates will be deleted from the account.
- IV. **E-MAIL ADDRESSES PROVIDED MAY RECEIVE NOTICES ABOUT PROGRAM UPDATES, ACCOUNT STATUS, COMPLIANCE ACTIONS, AND AVAILABLE PROPERTY.**
- V. Valid driver's license or state issued photo ID may be required prior to entering state or federal facilities.
- VI. **The Authorizing Official (signing on page 6 of the Application) will automatically be included as an Authorized Representative unless indicated below:**
 - a. _____ (initial here) I, as the Authorizing Official, do NOT want to be an Authorized Representative able to sign for property. (Leave blank if the Authorizing Official should be an Authorized Representative.)

[illegible]

NONDISCRIMINATION ASSURANCE

_____ the donee, agrees that the program for or in connection with
(Legal Name of Applicant Organization)
which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: _____

PAYMENT INFORMATION

Payment is due 30 days from the invoice date. Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. **State agencies** must pay via Interagency Transaction Voucher (ITV). Our agency code is 303. If you have questions about how to submit a payment, please contact us at 512-962-4167 or federal.surplus@tfc.texas.gov.

For **new accounts** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please submit the following with your application:

- A voided check or deposit slip, copy of recent bank statement or letter from bank certifying payment account name. The name on the account must match the name on your application and IRS letter (if applicable). If your organization has a "DBA" that you will be submitting payment under, and that is not listed on your IRS letter, then you must submit evidence that your "DBA" has been registered with the proper authority.
- If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

For **account renewals** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please check one of the following:

- ☐ Our organization will continue using the same payment account in our organization's name.
☐ Our organization will have a parent organization pay on our behalf.

Name of Parent Organization: _____

Relationship: _____

ALL applicant organizations must provide a Payment Point of Contact who will receive notices regarding overdue payments:

Name: _____ Title: _____

Email: _____ Phone: _____

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SEA organizations, or assistance to homeless/impoverished, or assistance to Veterans.

(3) If a SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.

(4) The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(5) Funds are available to pay all costs and charges incident to donation.

(6) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(8) If a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use. *Not applicable to Service Educational Activities (SEAs).*

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) THE DONEE CERTIFIES by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) THE DONEE UNDERSTANDS that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

(i) THE DONEE UNDERSTANDS that e-mail addresses provided may receive notices about program updates and available property. Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as “donees”) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the “original acquisition cost” of the item. The “original acquisition cost” is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program(s) approved for participation in the Federal Surplus Property program.
- All property must be placed into use within one year of the invoice date.
- Property is considered “in use” as soon as it is ready and able to serve its intended purpose.
- The compliance period varies according to item and donee type but is **at least** 12 months from date put into use.
 - For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
 - For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use. *Not applicable to Service Educational Activities.*
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations in Texas (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location, or from the State of Texas, without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not for personal use; it must be readily accessible to all donee staff.
- Donees are required to complete reports regarding property use as a condition of participating in the program.
- **During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior, written approval of TFC and/or GSA. SBA approval may also be required for small businesses.**
- **If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.**

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines. Additionally, I understand that I may not have access to certain items – including aircraft or property with an original acquisition cost of \$5,000 or more – if my business is due to graduate from the SBA 8(a) program with insufficient time to cover the entire federally required compliance period for that item.

IMPORTANT NOTE FOR VETERAN OWNED SMALL BUSINESS APPLICANTS: If applying as a veteran-owned small business, I certify that the small business is unconditionally owned and controlled by one or more eligible veterans, service-disabled veterans, or surviving spouses; and the business has registered, and is in “verified” status in the VA’s VETS First Verification Program database under the procedures found in 38 C.F.R. § 74.

I certify that the information provided on this Application is accurate and up to date to the best of my knowledge, and that I understand and agree to the terms and conditions listed on pages 2-6 of the Application, including terms regarding nondiscrimination, property compliance and reporting, and the Certifications & Agreements. I also certify that I have executive authority to execute legal documents on behalf of the applicant organization.

FIRST & LAST NAME (typed or printed)

TITLE

X

SIGNATURE OF AUTHORIZING OFFICIAL

(ex. Chief Executive or Financial Officer, Mayor/City Manager, County Judge, Superintendent, President, Fire Chief)

DATE

DONEE FEEDBACK & PROPERTY REQUEST LIST

Completing this page is optional but highly encouraged. We appreciate your feedback!

Donee Organization Name: _____

How did you hear about us?

- ☐ Co-worker ☐ From another similar organization ☐ Email broadcast
☐ At an event (please specify): _____
☐ Other (please explain): _____

Where would you prefer to shop? ☐ San Antonio Warehouse ☐ Fort Worth Warehouse ☐ Both

How do you prefer to shop? (check as many as you like)

- ☐ Looking at the "New Arrivals & Specials" email broadcasts
☐ Browsing our online inventory
☐ In-person at the warehouse

What attracted you to using the FSP program (when compared to buying brand new)? (check as many as you like)

- ☐ Low fees
☐ Variety/Type of Items Available
☐ Convenience/Quicker process compared to your organization's traditional purchasing process
☐ Only option due to limited budget
☐ Level of Customer Service/Past Positive Experience with Federal Surplus Property Program
☐ Ability to submit requests
☐ Other (please explain) _____

What item(s) is your organization in need of? Please be as specific as possible (e.g., make, model, size, type, etc.).

Who should we contact when the requested property becomes available?

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.
Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Government or Public Agency

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are NOT required to submit any additional documentation.
3. Other public agencies must submit proof of public agency status (i.e., charter or statute creating agency or evidence of tax-supported status) and/or a narrative describing the services provided by agency. See other categories listed below for details.

Emergency Services District

1. Required additional documentation that must be submitted with application:
 - a. Narrative that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. geographical area(s) covered; and
 - iii. training schedule.
 - b. Proof of Public Agency Status (i.e., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status).
(Required for initial application; may not be required for account renewal if still on file.)

Volunteer Fire Department, Search & Rescue, or Emergency Medical Services

1. To be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. "Funding" may be in the form of monetary support or the provision of other support (e.g., facilities, vehicles/equipment). Must submit funding information annually.
2. Required additional documentation that must be submitted with application:
 - a. Narrative that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. geographical area(s) covered; and
 - iii. training schedule.
 - b. Evidence that department is endorsed by AND receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (e.g., county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
 - c. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*)

Conservation (includes both public agencies and nonprofits)

1. Includes soil, water, irrigation, and utility districts, and nonprofit water supply corporations. Must be a public agency (i.e., city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application: (Required for initial application. May not be required for account renewal if still on file.)
 - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e., Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or creation documentation/charter/enabling legislation)
 - b. (*Nonprofits only*) IRS letter certifying tax-exempt status. Signed articles of incorporations, bylaws, or other organizing document (*optional*)

Health Organization (Public Agency)

1. Required additional documentation that must be submitted with application:
 - a. Proof of Public Agency Status (e.g., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status). (*Required for initial application; may not be required for account renewal if still on file.*)
 - b. Narrative about agency, including:
 - i. description of services provided;
 - ii. number and type of patients served;
 - iii. location and description of facilities, including number of beds (if applicable);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program. **IMPORTANT NOTE:** Some of the terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for their complete terms and conditions.
2. Required additional documentation that must be submitted with initial application (*not required for account renewal*):
 - a. Letter from U.S. Small Business Administration certifying membership in 8(a) Business Development Program.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.
Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Service Educational Activity

1. The following Service Educational Activities are eligible: American National Red Cross, Armed Services YMCA of the USA, Big Brothers/Big Sisters of America, Boys & Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, and League/Marine Corps League.
2. Required additional documentation that must be submitted with application:
 - a. Proof of association with the national organization (e.g., Charter from Boy Scouts of America).

Education Organization (Nonprofit) **Public schools & colleges should see the Government or Public Agency category on page 8.*

1. This category includes charter schools, private schools, research organizations, child care centers and vocational rehabilitation programs/ sheltered workshops receiving grants from Texas Workforce Commission to train persons with physical or mental disabilities
2. Must be accredited or approved by nationally recognized accrediting agency (i.e., Texas Education Agency, Texas Private School Accreditation Commission, Southern Association of Colleges & Schools' Commission on Colleges, Texas Department of Family and Protective Services or Texas Workforce Commission) or the current recipient of research grants by a recognized authority (e.g., National Institute of Education) or a similar national advisory organization.
3. Required additional documentation that must be submitted with application:
 - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
 - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. (Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)
 - c. Narrative about organization, including:
 - i. course/degrees offered;
 - ii. current enrollment;
 - iii. description of facility and location;
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time);
 - v. list of key staff and their qualifications; and
 - vi. criteria for admission including any religious requirements, (must be accepting of all faiths to be eligible).
 - d. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
 - e. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Provider of Assistance to Impoverished Persons (Nonprofit)

1. Services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be primary function. If applicant operates a broad spectrum of programs through which assistance to impoverished is peripheral and incidental, the applicant is not eligible. If located in or around a religious facility, food banks must have a direct entrance not requiring entrance through a place of worship to be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, include brief explanation. (*Required for initial application; may not be required for account renewal if still on file and name/address has not changed.*)
 - b. Public Recognition as an Impoverished Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, signed and dated, and the name must match the IRS document. It also must indicate that assistance to impoverished persons is the organization's primary focus.
 - c. Narrative about organization, including:
 - i. complete description of services (assistance to impoverished must be primary mission);
 - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. requirements for clients to be eligible to receive services, including any required fees;
 - iv. description of facilities;
 - v. hours/days of operation;
 - vi. description of funding source(s) with supporting documentation, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
 - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - viii. list of key staff and their qualifications.
 - d. Description of how the organization determines eligibility to receive assistance and if that person is impoverished. Organization's primary function must be to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
 - e. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center)
 - f. Signed articles of incorporation, bylaws, charter or other organizing document
 - g. Brochures (or other printed materials) or link to website (*optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions?
Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Provider of Assistance to Homeless Persons (Nonprofit)

1. Examples of eligible programs include:
 - a. Overnight, daytime and around-the-clock shelters, including shelters for battered spouses, abused children, and orphans; *(Child care/day care centers should see "Education Organization (Nonprofit)" category.)*
 - b. Foster care and adoption agencies;
 - c. Transitional housing for temporary residence of parolees, or persons with mental health or addiction issues; and
 - d. Food banks that provide food directly to facilities where homeless people are fed. If located in or around religious facility, food banks must have direct entrance not requiring entrance through place of worship.
2. Services to homeless persons must be the primary mission. Applicants who operate a broad spectrum of programs through which assistance to homeless persons is peripheral and incidental are not eligible.
3. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - b. Public Recognition as a Homeless Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, be signed and dated, and the name must match the IRS document. It also must indicate that assistance to homeless persons is the organization's primary focus.
 - c. Narrative about organization, including:
 - i. complete description of services provided (assistance to homeless must be primary mission);
 - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. requirements for clients to be eligible to receive services, including any required fees;
 - iv. description of facilities;
 - v. hours/days of operation;
 - vi. description of funding source(s) with supporting documentation (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
 - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - viii. list of key staff and their qualifications.
 - d. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center).
 - e. Signed articles of incorporation, bylaws, charter or another organizing document
 - f. Brochures (or other printed materials) or link to website *(optional)*

Provider of Assistance to Older Individuals (Nonprofit)

1. Includes adult day care, multi-purpose senior centers, and social, transportation, nutrition or legal services.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - b. Certification establishing that applicant is receiving state, federal or local government funds for operation of program under the Older Americans Act of 1965, Title IV or Title XX of the Social Security Act, Titles VIII and X of the Economic Opportunity Act of 1964, or Community Services Block Grant Act.
 - c. Narrative about organization, including:
 - i. description of services provided;
 - ii. description of facilities;
 - iii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.
 - d. Proof of current accreditation, approval or licensing if appropriate (e.g., medical center)
 - e. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*

Health Organization (Nonprofit)

1. Includes, but not limited to, hospitals, clinics, residential treatment centers, rehabilitation facilities, and blood/tissue banks.
2. Required additional documentation that must be submitted with application:
 - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
 - c. Narrative about organization, including:
 - i. description of services provided;
 - ii. number and type of patients served;
 - iii. location and description of facilities, including number of beds (if applicable);
 - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
 - v. list of key staff and their qualifications.
 - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency (i.e., Health & Human Services Commission, Dept. of State Health Services) OR research grant from National Institutes of Health or similar national advisory organization
 - e. Financial information, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget)
 - f. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions? Please contact us at (512) 962-4167 or federal.surplus@tfc.texas.gov.

Museum, Library, Nature Center, Planetarium, Aquarium or Zoo

1. Must be open to the public, and, at minimum, accede to any request submitted for access during “business hours” (interpreted to be approximately 9:00 am to 4:00 pm, although reasonable variation from these hours may be considered due to individual circumstances, such as a museum located in a commercial location with strict business hours, or restrictions based on zoning or other state or local ordinances). Exhibits must be primary focus, and must not be incidental to the primary function of the institution. Also, must have a minimum of one full-time staff member or the equivalent (i.e., one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*
 - b. Narrative about organization, including:
 - i. description of type(s) of exhibits & location(s);
 - ii. staff roster, including name of curator (or equivalent) whose primary job is to care for the museum and its exhibits, and average number of hours each staff member works per week (may be volunteer or paid);
 - iii. days and hours open to the public;
 - iv. admission fee (if any);
 - v. description of the local community and population served by the museum; and
 - vi. square footage of the museum.
 - c. Pictures of exhibits, exhibit signage, facilities, and posted hours of operation
 - d. Signed articles of incorporations, bylaws, charter or other organizing document
 - e. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget)
 - f. Museum Access Agreement. Available for download from "Forms" section of our website: www.SurplusTexas.gov/federal.
 - g. Brochures, pamphlets, website, or other promotional materials *(optional)*
 - h. Organizational Memberships *(optional)*

Veterans' Service Organization

1. The Department of Veterans Affairs maintains a searchable database of recognized Veterans Service Organizations. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, GoldStar Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
2. Required additional documentation that must be submitted with application:
 - a. Narrative about organization, including:
 - i. description of services provided;
 - ii. percentage of membership comprised of veterans; and
 - iii. facility information & location.
 - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013. See Dept. of Veterans Affairs' website for complete list: <http://www.va.gov/ogc/apps/accreditation/index.asp>. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*

Veteran Owned Small Business

1. Business must be registered and in “verified” status in the U.S. Department of Veterans Affairs (VA) VETS First Verification Program database found at <https://vetbiz.va.gov/vip/>.
2. Required additional documentation that must be submitted with application:
 - a. Narrative about the business, including:
 - i. description of services provided and/or products sold;
 - ii. description of customers served (e.g., direct to consumer, business to business, government);
 - iii. address of location(s). If multiple locations, description of each location, including which location is primary;
 - iv. number of employees;
 - v. list of key staff and their roles; and
 - vi. website/social media *(optional)*.

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf. **An Authorized Representative must sign in the "Signature" provided space below to sign for the release of property.**
- II. Persons listed below without a signature may visit our warehouses and will be included in email broadcasts from our office but will not be able to sign for the release of property.
- III. All representatives listed in prior applications or account updates will be deleted from the account.
- IV. **E-MAIL ADDRESSES PROVIDED MAY RECEIVE NOTICES ABOUT PROGRAM UPDATES, ACCOUNT STATUS, COMPLIANCE ACTIONS, AND AVAILABLE PROPERTY.**
- V. Valid driver's license or state issued photo ID may be required prior to entering state or federal facilities.
- VI. **The Authorizing Official (signing on page 6 of the Application) will automatically be included as an Authorized Representative unless indicated below:**
 - a. _____ (initial here) I, as the Authorizing Official, do NOT want to be an Authorized Representative able to sign for property. (Leave blank if the Authorizing Official should be an Authorized Representative.)

[illegible]



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Hold a public hearing with possible action to establish 3-way stop locations on Flaming Cliff Road: at the intersection with Whisper Valley Drive (west end); at the intersection with Round Bluff Circle (private road); at the intersection with Whisper Valley Drive (east end). **SHELL/BORCHERDING**

Summary

In response to concerns of local residents, there is a need to establish multiple 3-way stop locations on Flaming Cliff Road for safety. Please review the attached map of the area.

Attachments

Flaming Cliff Road Map

Flaming Cliff Road (Woodcreek North)

3-way stop locations:

- > at Whispering Valley Drive (west end)
- > at Round Bluff Circle (private road)
- > at Whispering Valley Drive (east end)

Legend





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements for The Vineyard subd., Phase 2. **SHELL/BORCHERDING**

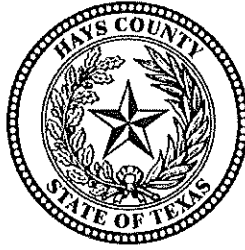
Summary

Staff recommends acceptance of construction of roads and drainage improvements, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements. These roads will be privately maintained.

Attachments

Acceptance documents

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

July 26, 2022

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

RE: The Vineyard, Phase 2 (private)

Dear Commissioners and Judge:

Dale Sultemeier, P.E. with Sultemeier Surveying & Engineering, is requesting that Hays County accept the construction of roads and surface drainage improvements for The Vineyard subdivision, Phase 2. These roads will be privately maintained. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

A handwritten signature in black ink, reading "Jerry Borcharding". The signature is written in a cursive style with a large, sweeping "J" and a long, trailing flourish at the end.

Jerry Borcharding, P.E.
Director
Hays County Transportation

SULTEMEIER

SURVEYING & ENGINEERING

TBPELS SURVEYING FIRM: 100930-00
TBPELS ENGINEERING FIRM: F-10608

501 West Main, Suite 102
Fredericksburg, TX 78624
Tel.: (830) 990-1221

July 1, 2022

Mr. Jerry Borcherdling, P. E.
2171 Yarrington Road
San Marcos, TX 78666

RE: THE VINEYARD, PHASE 2

Dear Mr. Borcherdling,

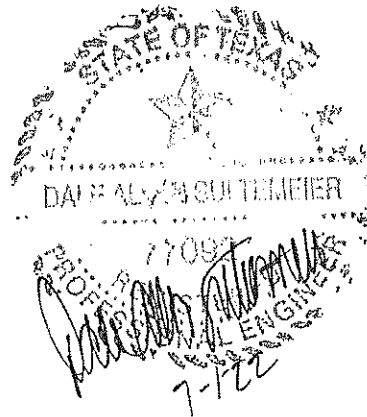
We have reviewed the final constructed road & drainage improvements in Phase 2 of The Vineyard in Hays County. It is my opinion these improvements have been constructed in substantial compliance with the approved engineering plans.

Please contact me if you have any questions.

Thank you,



Dale Allen Sultemeier, P.E., R.P.L.S.





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Vista Gardens Drive at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a 4-way stop location on Vista Gardens at the intersection with Parkrose Drive for safety (see included map).

Attachments

Vista Gardens (school) map

Plan for Vista Gardens Dr signage

Sunfield Elementary School signage

> 4-way stop on Vista Gardens Drive & Parkrose Drive

Legend

Aura Dr

STOP

STOP

STOP

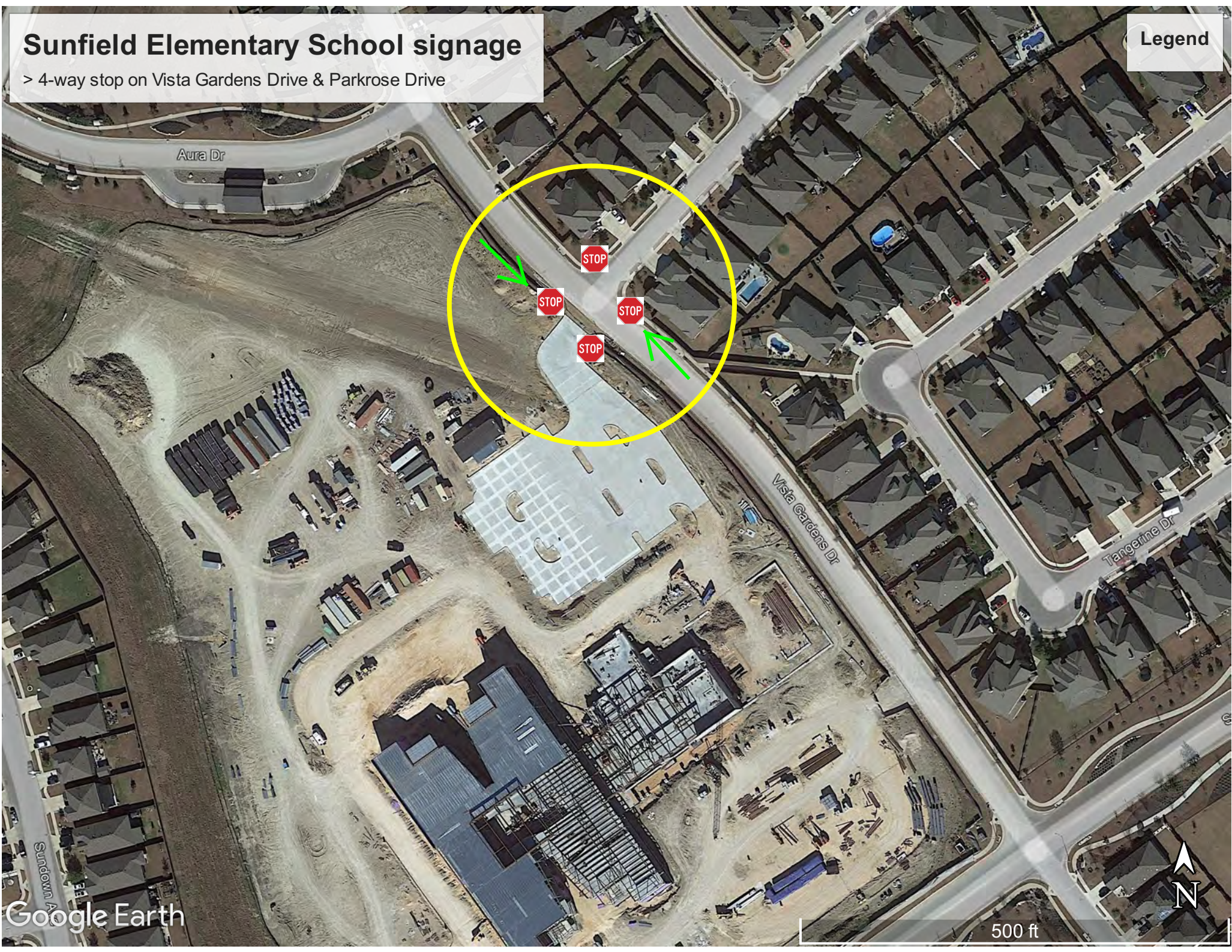
STOP

Vista Gardens Dr

Tangerine Dr

Google Earth

500 ft



Existing

SCHOOL
SPEED
LIMIT
20
WHEN CHILDREN ARE PRESENT

END
SCHOOL
ZONE

STOP

STOP

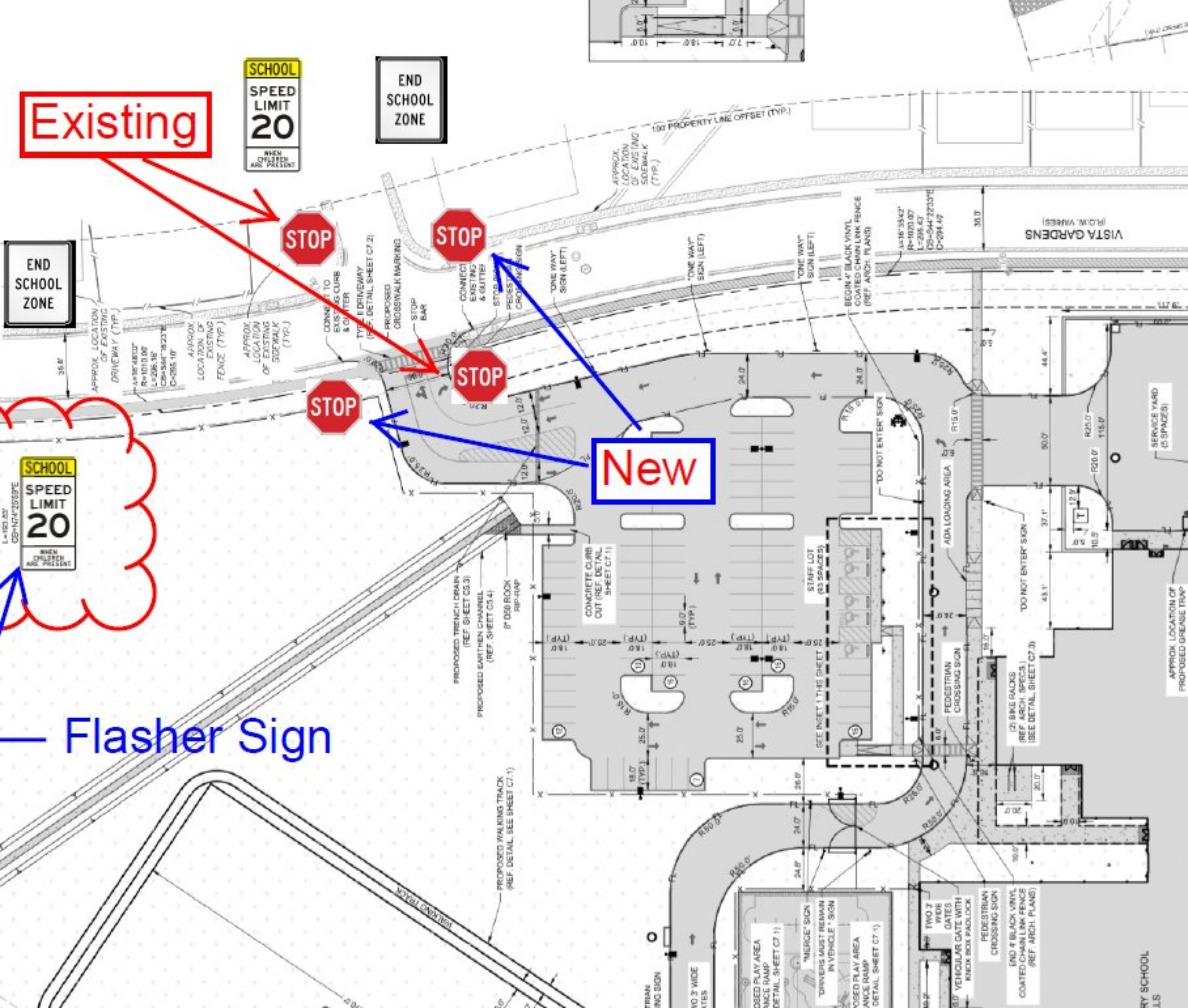
STOP

STOP

New

SCHOOL
SPEED
LIMIT
20
WHEN CHILDREN ARE PRESENT

Flasher Sign





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive on the west side of the road for safety (see included map).

Attachments

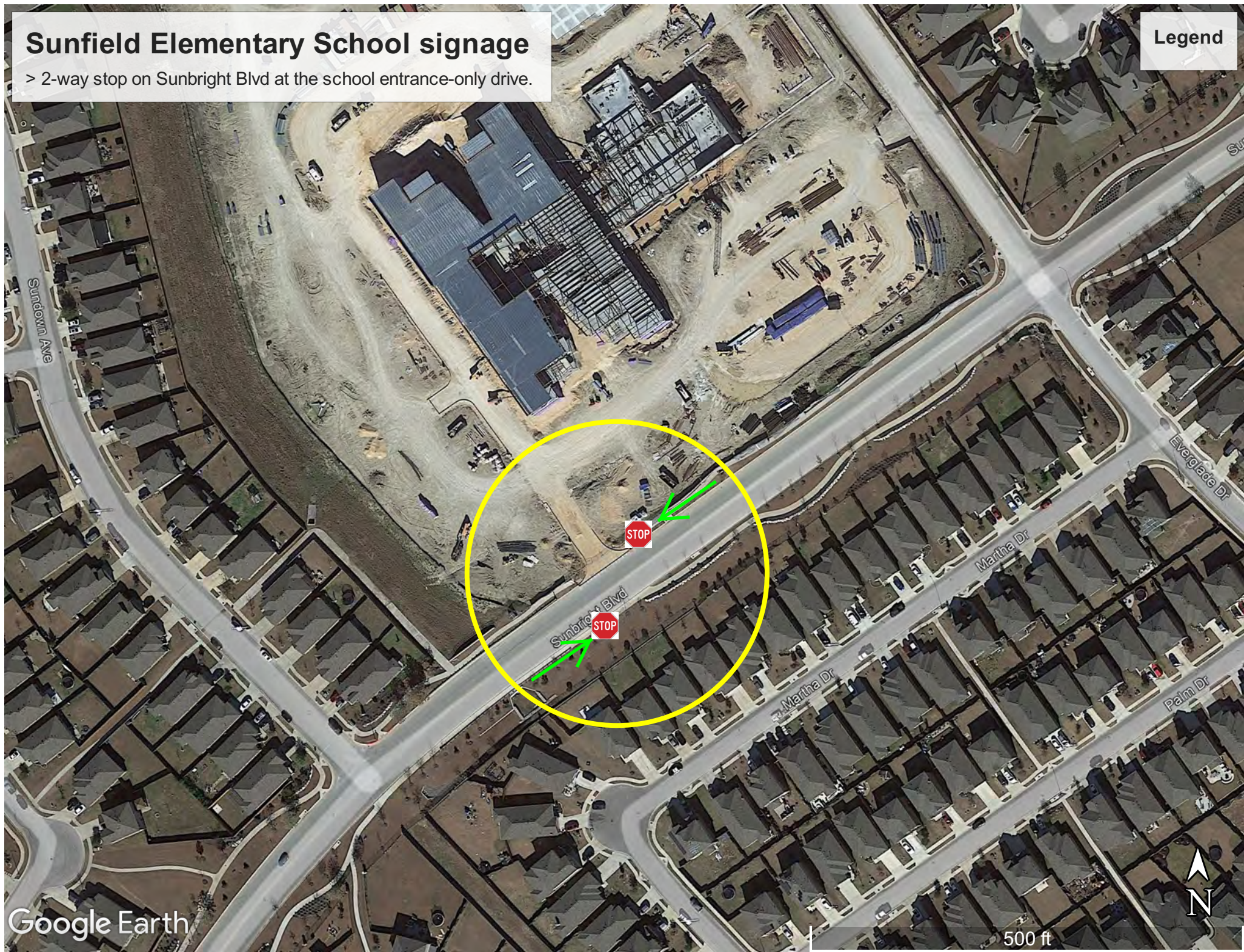
Sunbright Blvd (school) map 2

Plan for Sunbright Blvd (school) 2

Sunfield Elementary School signage

> 2-way stop on Sunbright Blvd at the school entrance-only drive.

Legend



New



A speed limit sign with a yellow header that says "SCHOOL". The main body of the sign is white with black text that reads "SPEED LIMIT" and "20". At the bottom, in a smaller black box, it says "WHEN CHILDREN ARE PRESENT". The sign is set against a background of a road with a dashed white line and a solid black line. A red, cloud-like border surrounds the sign, and a blue arrow points upwards towards the sign.

A rectangular white sign with a black border. The text "END SCHOOL ZONE" is written in black, bold, sans-serif capital letters, centered on the sign.

Flasher Sign



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School. **JONES/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive for safety (see included map).

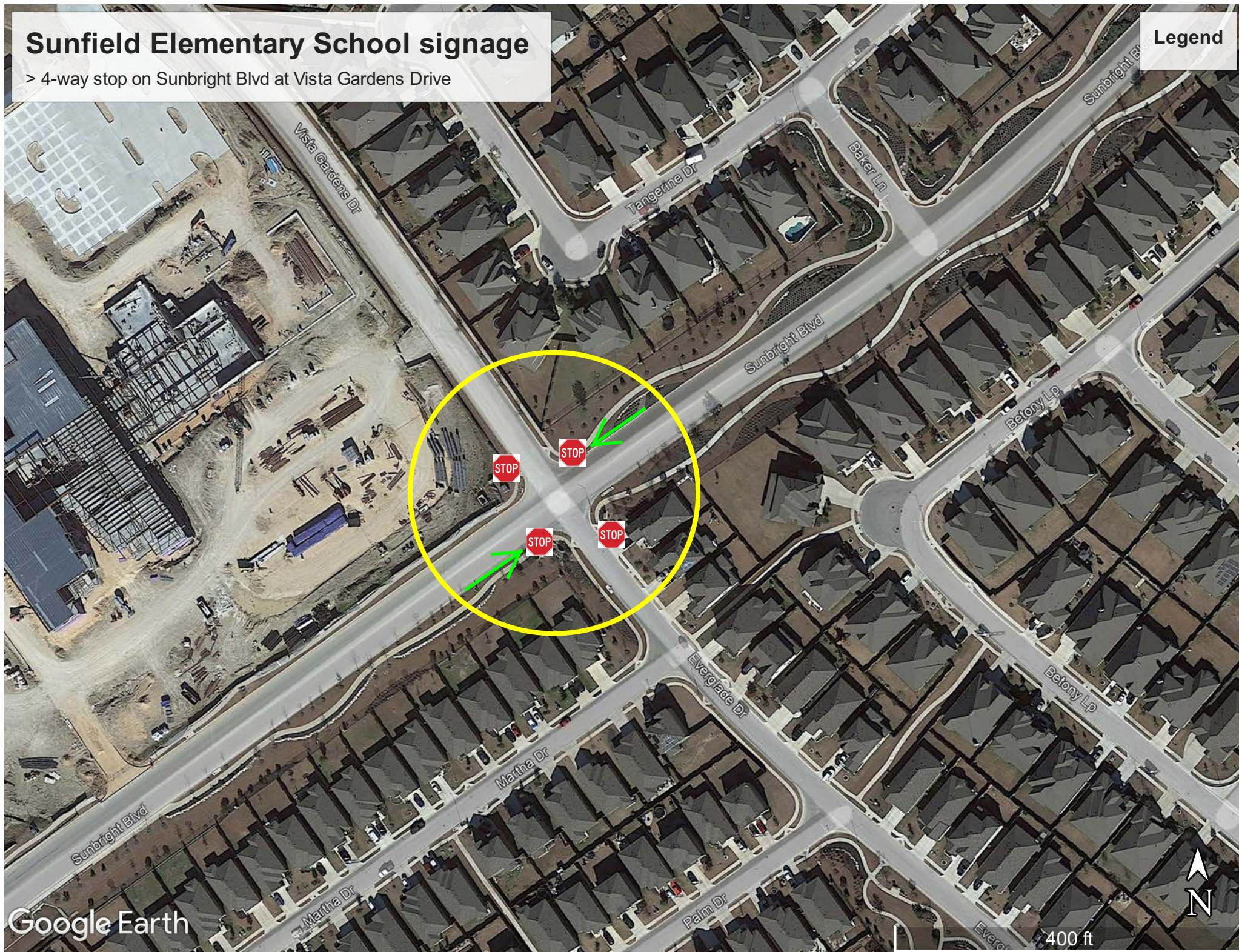
Attachments

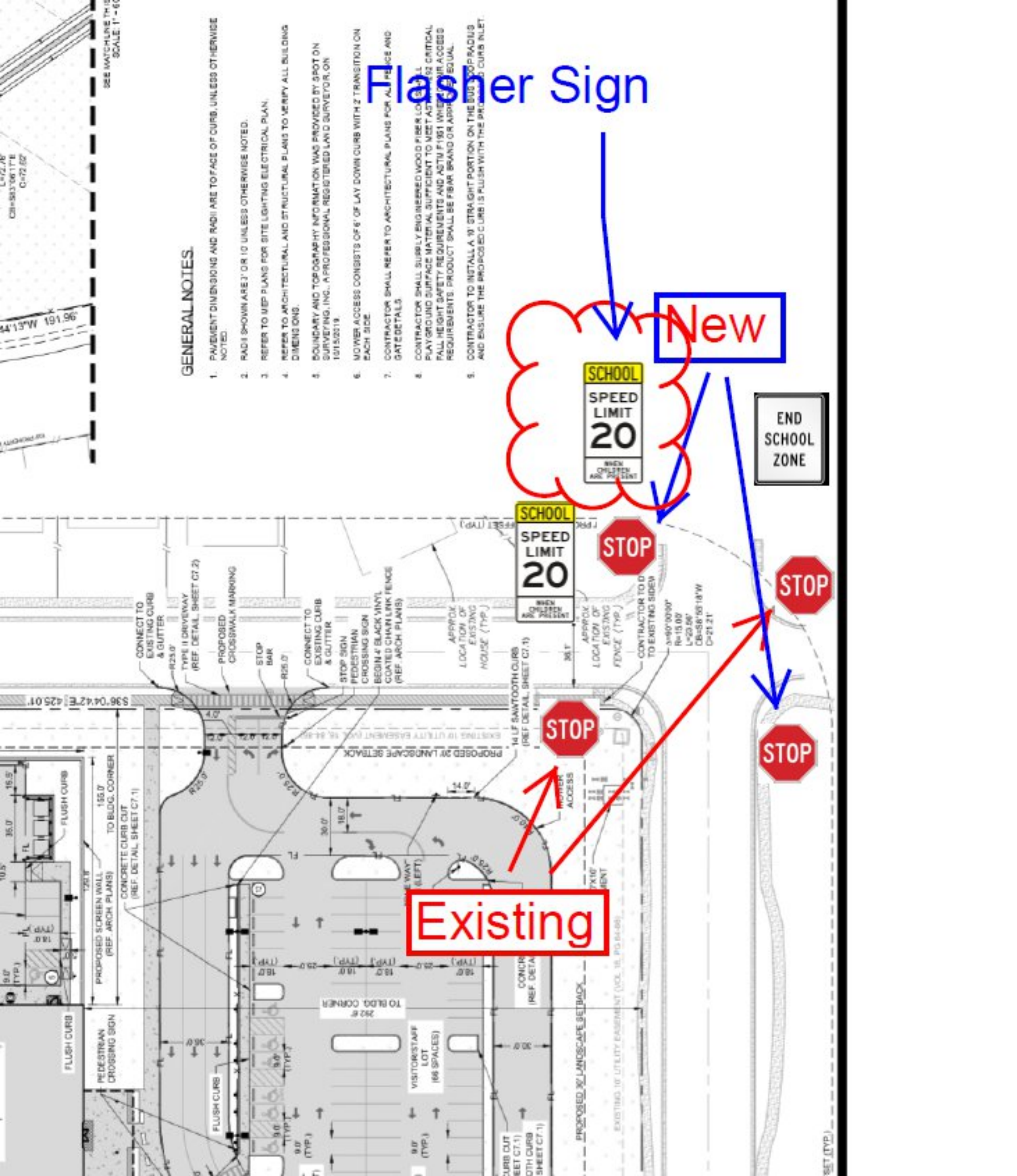
Sunbright Blvd (school) map
Plan for Sunbright Blvd (school)

Sunfield Elementary School signage

> 4-way stop on Sunbright Blvd at Vista Gardens Drive

Legend





GENERAL NOTES

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. RADII SHOWN ARE 1' OR 10' UNLESS OTHERWISE NOTED.
3. REFER TO MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
5. BOUNDARY AND TOPOGRAPHY INFORMATION WAS PROVIDED BY SPOT ON SURVEYING, INC., A PROFESSIONAL REGISTERED LAND SURVEYOR, ON 10/15/2019.
6. LOWER ACCESS CONSISTS OF 6' OF LAY DOWN CURB WITH 2' TRANSITION ON EACH SIDE.
7. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ALL FENCE AND GATE DETAILS.
8. CONTRACTOR SHALL SUPPLY ENGINEERED WOOD FIBER LOG SKULL PLAYGROUND SURFACE MATERIAL SUFFICIENT TO MEET ASTM F1951 CRITICAL FALL HEIGHT SAFETY REQUIREMENTS AND ASTM F1951 WHEN FOUR ACCESS REQUIREMENTS. PRODUCT SHALL BE FIBER BRAND OR APPROXIMATELY EQUAL.
9. CONTRACTOR TO INSTALL A 10' STRAIGHT PORTION ON THE BUS STOP RADIUS AND ENSURE THE PROPOSED CURB IS FLUSH WITH THE PROPOSED CURB INLET.

Flasher Sign



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

BORCHERDING

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to accept Subdivision Improvements Performance Bond No. 0699738 for street and drainage improvements in the amount of \$806,832.65 for Crosswinds, Phase 4-A Subdivision. **INGALSBE/BORCHERDING**

Summary:

The final plat for the Crosswind, Phase 4-A Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Fiscal Impact:

Amount Requested:

Line Item Number:

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments: N/A

Attachments

Performance Bond No. 0699738

Final Plat



**SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND**



Bond No. 0699738

Initial Premium \$ 6,051.00

Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, PHAU - CW4A, LLC as Principal, and
Harco National Insurance Company, a corporation duly authorized under the laws of the State of Illinois
to become surety on bonds and undertakings, as Surety, are held and firmly bound unto Hays County
, as Obligor in the full and just sum of Eight Hundred Six Thousand Eight
Hundred Thirty-Two & 65/100 Dollars, (\$ 806,832.65) lawful money of the United States of America, to be paid to the
said Obligor, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors,
successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligor have entered into an agreement whereby principal agrees to install and complete certain
designated public improvements, which said agreement, dated , and identified as project
Crosswinds Phase 4A - Street and Erosion Control Items, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said
agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal. its heirs executors,
administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the
covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their
part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true
intent and meaning, and shall indemnify and save harmless the Obligor, its officers, agents and employees, as therein
stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As Part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs
and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligor in successfully enforcing such
obligation, all to be taxed as costs and included in any judgement rendered.

The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement
or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the agreement or to the work or the specifications.

IN WITNESS WHEREOF. the seal and signature of said Principal is hereto affixed and the corporate seal and the name of
the Surety is hereto affixed and attested by its duly authorized Attorney-In Fact this 22nd day of July,

20 22.

PHAU - CW4A, LLC

Principal

By: _____

Harco National Insurance Company

By Richard Covington

Richard Covington

/Attorney-in-Fact

Bond # 0699738

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARC W. BOOTS, ASHLEY KOLETAR, MYISHA JEFFERSON, RYAN J. VARELA, JOSEPH R. AULBERT, MARIA D. ZUNIGA, VICKIE LACY, RICHARD COVINGTON, HEATHER NOLES

Houston, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 22, 2022

A00886

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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
E-mail: 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 or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

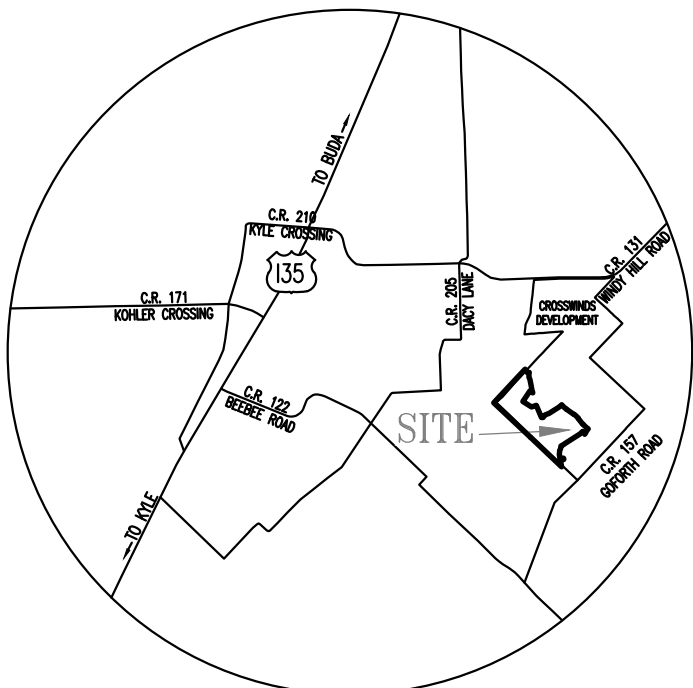
DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

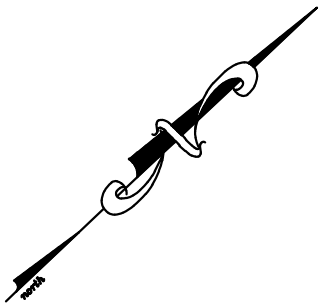
UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CROSSWINDS PHASE FOUR-A

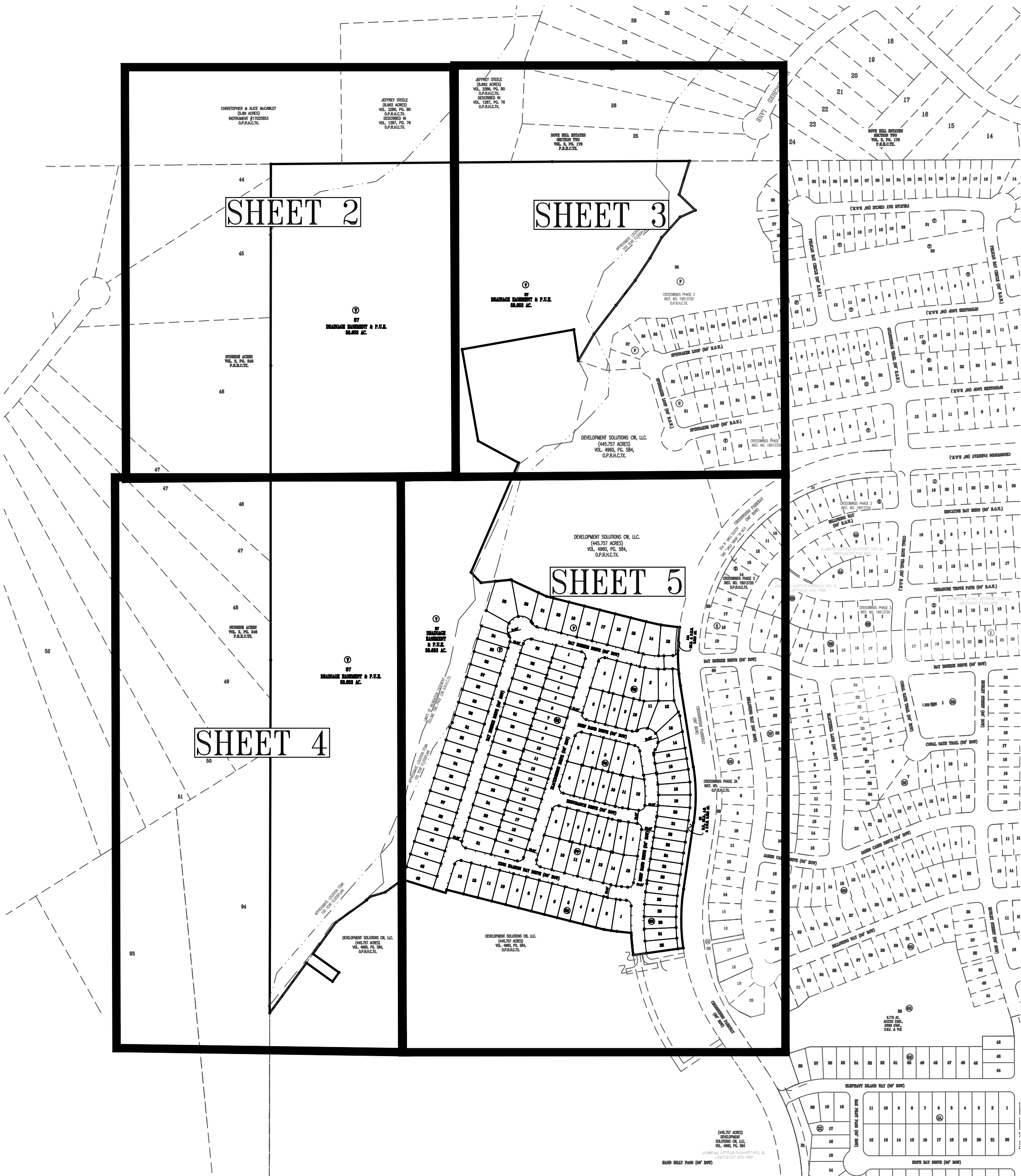


VICINITY MAP
NOT TO SCALE



SCALE: 1" = 300'

OVERALL LAYOUT



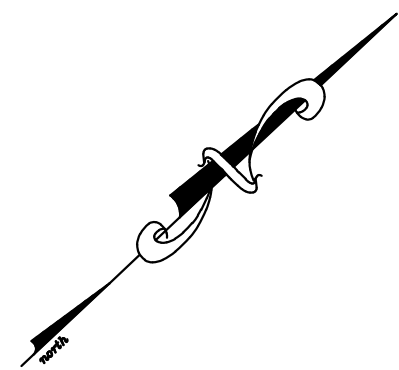
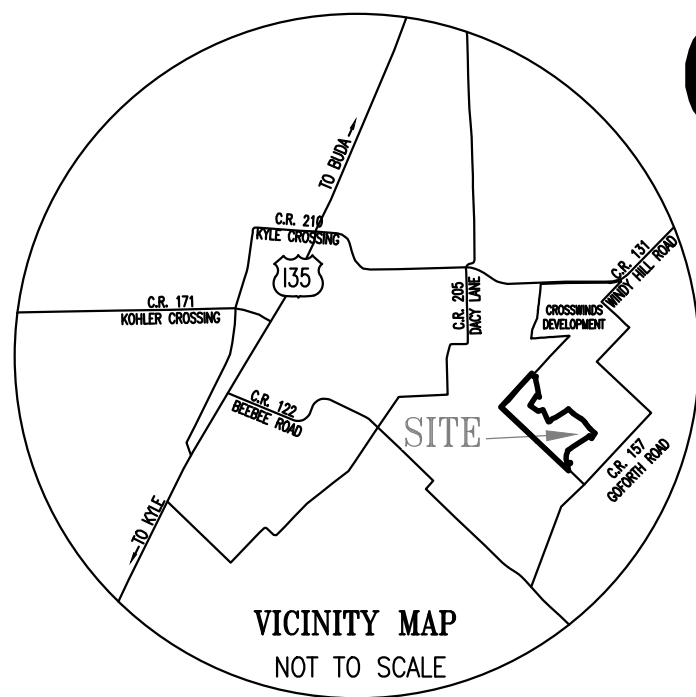
SHEET NO. 1 OF 8

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

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

CROSSWINDS PHASE FOUR-A



SCALE: 1" = 100'

LEGEND

- 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET
(UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓟ BLOCK DESIGNATION
- 4' SIDEWALK
- 100 YEAR FEMA FLOOD PLAIN
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS,
HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS,
HAYS COUNTY, TEXAS

OWNER: DEVELOPMENT SOLUTIONS CW. LLC.
12222 MERIT DRIVE, SUITE 1020
DALLAS, TX 75251
(972) 960-2777
(972) 960-2660 FAX

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

DATE: OCTOBER 8, 2021
ACREAGE: 83.388 ACRES

SURVEY: SAMUEL LITTLE SURVEY NO. 8,
ABSTRACT NO. 286,
HAYS COUNTY, TEXAS

F.E.M.A. MAP NO. 48209C0290F
HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005

SINGLE FAMILY LOTS	139
DRAINAGE, SIDEWALK, ACCESS &	
PUBLIC UTILITY LOTS	3
NUMBER OF BLOCKS	6

CHRISTOPHER & ALICE McCAWLEY
(5.89 ACRES)
INSTRUMENT #17025853
O.P.R.H.C.TX.

JEFFREY STEELE
(8.662 ACRES)
VOL. 3286, PG. 80
O.P.R.H.C.TX.
DESCRIBED IN
VOL. 1287, PG. 76
O.P.R.H.C.TX.

N42°44'52"E 1058.81'

44

45

Ⓟ

87

DRAINAGE EASEMENT & P.U.E.
58.653 AC.

SUNRISE ACRES
VOL. 2, PG. 346
P.R.H.C.TX.

46

MATCHLINE SHEET 3

MATCHLINE SHEET 4

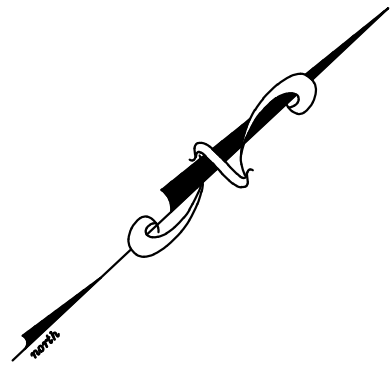
MATCHLINE SHEET 5

SHEET NO. 2 OF 8

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

J:\AC3D\5333\Survey\PLAT - CROSSWINDS PHASE 4A

CROSSWINDS PHASE FOUR-A



SCALE: 1" = 100'

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓟ BLOCK DESIGNATION
- 4' SIDEWALK
- 100 YEAR FEMA FLOOD PLAIN
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS

JEFFREY STEELE
(8.662 ACRES)
VOL. 3286, PG. 80
O.P.R.H.C.TX.
DESCRIBED IN
VOL. 1287, PG. 76
O.P.R.H.C.TX.

DOVE HILL ESTATES
SECTION TWO
VOL. 3, PG. 179
P.R.H.C.TX.

N42°44'52"E 1058.81'

N42°58'54"E 517.66'

S29°31'11"E
132.17'

L1

L2

S04°27'50"E
103.03'

L3

APPROXIMATE LOCATION FEMA
100 YEAR FLOOD PLAIN

36

Ⓟ

CROSSWINDS PHASE 2
INST. NO. 19013720
O.P.R.H.C.TX.

Ⓟ
87
DRAINAGE EASEMENT & P.U.E.
58.653 AC.

S33°14'37"W 427.46'

N65°01'56"W
118.44'

S10°27'53"E
115.80'

S08°20'08"E
136.94'

S13°03'47"E
102.89'

S08°11'33"E
116.30'

S08°20'08"E
136.94'

S10°27'53"E
115.80'

N65°01'56"W
118.44'

S33°14'37"W 427.46'

S56°45'12"E 350.28'

N71°42'54"E 172.55'

S23°21'25"E
450.20'

DEVELOPMENT SOLUTIONS CW, LLC.
(445.757 ACRES)
VOL. 4960, PG. 584,
O.P.R.H.C.TX.

SPINNAKER LOOP (50' R.O.W.)

SPINNAKER LOOP (50' R.O.W.)

SPINNAKER LOOP (50' R.O.W.)

Ⓟ

Ⓟ

MATCHLINE SHEET 2

MATCHLINE SHEET 5

SHEET NO. 3 OF 8



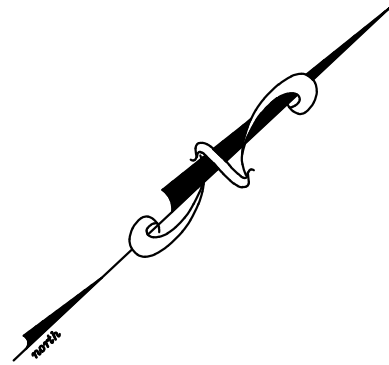
Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

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

CROSSWINDS PHASE FOUR-A

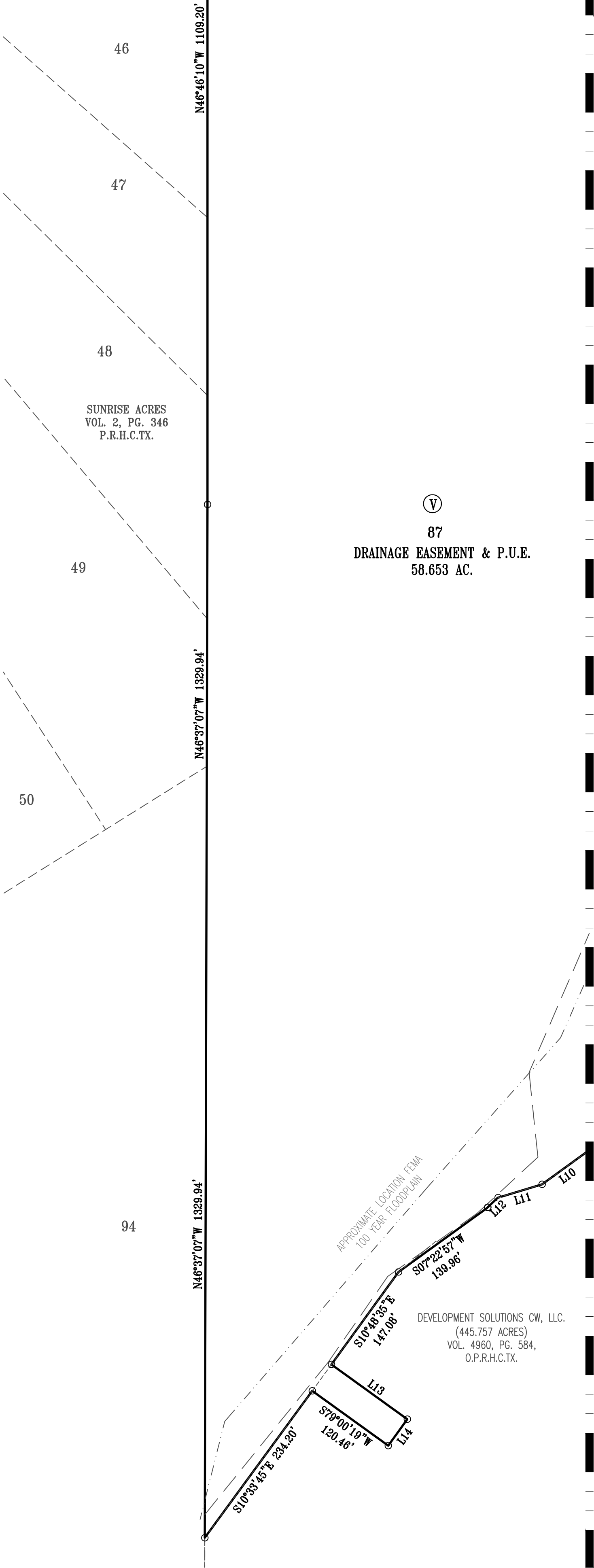
MATCHLINE SHEET 2



SCALE: 1" = 100'

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓟ BLOCK DESIGNATION
- 4' SIDEWALK
- 100 YEAR FEMA FLOOD PLAIN
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS



MATCHLINE SHEET 5

SHEET NO. 4 OF 8

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

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

CROSSWINDS PHASE FOUR-A

MATCHLINE
SHEET 2

MATCHLINE SHEET 3

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 25 LOT NUMBER
- Ⓢ BLOCK DESIGNATION
- 4' SIDEWALK
- 100 YEAR FEMA FLOOD PLAIN
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS

DEVELOPMENT SOLUTIONS CW, LLC.
(445.757 ACRES)
VOL. 4960, PG. 584,
O.P.R.H.C.TX.

SCALE: 1" = 100'

MATCHLINE SHEET 4

87
DRAINAGE
EASEMENT
& P.U.E.
58.653 AC.

APPROXIMATE LOCATION FEMA
100 YEAR FLOOD PLAIN
LIMITS OF INUNDATION EASEMENT
VOLUME 196, PAGE 338 D.R.H.C.TX.

CROSSWINDS PARKWAY
(60' ROW)
12
13
14
CROSSWINDS PHASE 2
INST. NO. 19013720
O.P.R.H.C.TX.
16
17
18
19

BAY BREEZE DRIVE (50' ROW)

CROSSWINDS PARKWAY
(60' ROW)

CROSSWINDS PHASE 3A
INST. NO. 19013720
O.P.R.H.C.TX.

DEVELOPMENT SOLUTIONS CW, LLC.
(445.757 ACRES)
VOL. 4960, PG. 584,
O.P.R.H.C.TX.

SHEET NO. 5 OF 8

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

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

J:\AC3D\5333\Survey\PLAT - CROSSWINDS PHASE 4A

CROSSWINDS PHASE FOUR-A

Line Table		
Line #	Direction	Length
L1	N87°16'10"E	84.82'
L2	S18°35'42"W	63.06'
L3	S17°17'03"E	89.77'
L4	N89°03'27"E	54.04'
L5	N55°27'02"E	57.17'
L6	N50°45'24"E	70.92'
L7	S48°56'20"W	53.83'
L8	S51°41'06"W	48.38'
L9	S29°29'57"E	12.47'
L10	S07°18'51"W	81.75'
L11	S26°23'57"W	59.74'
L12	S00°43'29"E	19.66'
L13	N79°00'19"E	120.39'
L14	S10°59'41"E	41.98'
L15	N40°56'30"E	34.13'
L16	S57°25'42"W	17.98'

Line Table		
Line #	Direction	Length
L17	S29°29'57"E	24.82'
L18	S31°17'43"E	50.02'
L19	N31°17'43"W	50.02'
L20	S20°35'15"E	20.24'
L21	S40°56'30"W	34.10'
L22	S40°56'30"W	2.54'
L23	S40°56'30"W	31.56'
L24	N57°25'42"E	24.39'
L25	S55°46'32"E	68.58'
L26	S55°46'32"E	33.17'
L27	S55°46'32"E	35.41'
L28	S38°10'42"E	11.93'
L29	S53°03'40"E	39.99'
L30	S50°16'53"E	40.01'
L31	S47°29'57"E	40.00'
L32	S44°43'03"E	40.00'

Line Table		
Line #	Direction	Length
L33	S41°58'08"E	39.86'
L34	S39°04'45"E	40.28'
L35	S40°34'33"E	48.26'
L36	S45°07'21"E	48.26'
L37	S48°17'50"E	48.28'
L38	S53°58'47"E	48.29'
L39	S67°44'28"E	61.52'
L40	S67°44'28"E	15.82'
L41	S67°44'28"E	45.70'
L42	S42°22'42"W	58.52'
L43	S42°22'42"W	54.32'
L44	S55°48'27"W	17.02'
L45	S55°48'27"W	22.99'
L46	N55°48'27"E	40.02'
L47	S35°09'33"W	20.05'
L48	N57°25'42"E	24.94'

Line Table		
Line #	Direction	Length
L49	S57°25'42"W	1.24'
L50	N51°49'18"E	62.11'
L51	S51°49'18"W	21.66'
L52	N51°49'18"W	40.45'
L53	N53°56'47"E	81.58'
L54	S53°56'47"W	38.06'
L55	S53°56'47"W	43.52'
L56	N51°49'18"E	63.44'
L57	N51°49'18"E	31.99'
L58	N51°49'18"E	31.44'
L59	N48°56'20"E	23.56'
L60	N48°54'43"E	52.06'
L61	N56°03'44"E	42.62'
L62	N56°03'44"E	6.30'
L63	N56°03'44"E	48.93'
L64	N48°56'20"E	23.57'

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	Delta
C1	220.61'	765.00'	S47°30'50"E	219.85'	111.08'	16°31'22"
C2	210.38'	685.00'	S46°58'37"E	209.56'	106.03'	17°35'50"
C3	222.49'	765.00'	S46°30'37"E	221.71'	112.04'	16°39'50"
C4	84.12'	955.00'	N52°19'03"W	84.09'	42.09'	5'02"48"
C5	30.26'	20.00'	N02°24'25"W	27.46'	18.88'	86°41'51"
C6	79.13'	275.00'	N49°11'06"E	78.86'	39.84'	16°29'13"
C7	19.74'	275.00'	N42°59'54"E	19.74'	9.88'	4°06'48"
C8	59.39'	275.00'	N51°14'30"E	59.27'	29.81'	12°22'25"
C9	21.03'	25.00'	N81°31'24"E	20.41'	11.18'	48°11'23"
C10	159.97'	50.00'	S13°57'53"W	99.96'	1732.13'	183°18'25"
C11	21.03'	25.00'	N53°35'38"W	20.41'	11.18'	48°11'23"
C12	8.78'	50.00'	N79°24'49"W	8.77'	4.40'	10°03'48"
C13	54.73'	50.00'	S64°11'45"W	52.04'	30.47'	62°43'04"
C14	44.29'	50.00'	S07°27'46"W	42.85'	23.71'	50°44'55"
C15	43.26'	50.00'	S42°41'52"E	41.92'	23.09'	49°34'21"
C16	8.91'	50.00'	S72°35'11"E	8.89'	4.46'	10°12'17"
C17	30.27'	20.00'	S84°18'24"W	27.47'	18.89'	86°43'48"
C18	93.52'	325.00'	N49°11'06"E	93.20'	47.08'	16°29'13"
C19	22.73'	325.00'	N42°56'43"E	22.73'	11.37'	4°00'26"
C20	51.66'	325.00'	N49°30'09"E	51.61'	25.89'	9°06'27"
C21	19.13'	325.00'	N55°44'33"E	19.13'	9.57'	3°22'20"
C22	30.34'	20.00'	S13°57'53"W	27.52'	18.96'	86°55'39"
C23	32.49'	20.00'	S76°02'07"E	29.03'	21.10'	93°04'21"
C24	21.03'	25.00'	N33°20'01"E	20.41'	11.18'	48°11'23"
C25	142.40'	50.00'	N89°10'25"W	98.92'	338.10'	163°10'32"
C26	21.03'	25.00'	S31°40'50"E	20.41'	11.18'	48°11'23"
C27	16.86'	25.00'	N38°06'46"E	16.54'	8.76'	38°37'53"
C28	4.17'	25.00'	N14°01'05"E	4.17'	2.09'	9°33'30"
C29	40.36'	50.00'	S32°21'48"W	39.27'	21.35'	46°14'57"
C30	35.76'	50.00'	S75°58'31"W	35.00'	18.68'	40°58'29"
C31	35.76'	50.00'	N63°03'01"W	35.00'	18.68'	40°58'29"
C32	30.52'	50.00'	N25°04'28"W	30.05'	15.75'	34°58'38"
C33	14.11'	25.00'	S23°45'06"E	13.92'	7.25'	32°19'54"
C34	6.92'	25.00'	S47°50'47"E	6.90'	3.48'	15°51'29"
C35	167.39'	545.00'	N46°58'37"W	166.73'	84.36'	17°35'50"
C36	4.43'	545.00'	N55°32'34"W	4.43'	2.21'	0°27'55"
C37	39.56'	545.00'	N53°13'51"W	39.55'	19.79'	4°09'31"
C38	39.56'	545.00'	N49°04°20"W	39.55'	19.79'	4°09'31"
C39	39.56'	545.00'	N44°54'49"W	39.55'	19.79'	4°09'31"
C40	39.56'	545.00'	N40°45'18"W	39.55'	19.79'	4°09'31"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	Delta
C41	4.73'	545.00'	N38°25'37"W	4.73'	2.37'	0°29'51"
C42	263.19'	905.00'	S46°30'34"E	262.26'	132.53'	16°39'46"
C43	32.68'	905.00'	S39°12'46"E	32.68'	16.34'	2°04'09"
C44	45.97'	905.00'	S41°42'09"E	45.96'	22.99'	2°54'36"
C45	46.14'	905.00'	S44°37'05"E	46.13'	23.07'	2°55'16"
C46	46.14'	905.00'	S47°32'21"E	46.14'	23.08'	2°55'16"
C47	46.15'	905.00'	S50°27'38"E	46.14'	23.08'	2°55'17"
C48	46.12'	905.00'	S53°22'52"E	46.11'	23.06'	2°55'11"
C49	29.15'	25.00'	N89°10'25"W	27.52'	16.48'	66°47'46"
C50	30.34'	20.00'	S13°57'53"W	27.52'	18.96'	86°55'39"
C51	32.49'	20.00'	S76°02'07"E	29.03'	21.10'	93°04'21"
C52	26.91'	275.00'	N54°37'30"E	26.90'	13.47'	5°36'24"
C53	32.91'	20.00'	N04°40'49"E	29.32'	21.55'	94°17'00"
C54	115.03'	495.00'	N49°07'06"W	114.77'	57.77'	1°38'51"
C55	97.98'	495.00'	N48°07'54"W	97.82'	49.15'	11°20'27"
C56	17.05'	495.00'	N54°47'20"W	17.05'	8.52'	1°58'24"
C57	31.42'	20.00'	N83°10'42"W	28.28'	20.00'	90°00'00"
C58	31.80'	325.00'	N54°37'30"E	31.79'	15.91'	5°36'24"
C59	8.06'	325.00'	N52°31'56"E	8.06'	4.03'	1°25'15"
C60	23.74'	325.00'	N55°20'08"E	23.74'	11.88'	4°11'09"
C61	30.34'	20.00'	S13°57'53"W	27.52'	18.96'	86°55'39"
C62	32.49'	20.00'	S76°02'07"E	29.03'	21.10'	93°04'21"
C63	40.75'	275.00'	N53°11'01"E	40.71'	20.41'	8°29'22"
C64	20.58'	275.00'	N55°17'04"E	20.58'	10.29'	4°17'16"
C65	20.17'	275.00'	N51°02'23"E	20.16'	10.09'	4°12'06"
C66	30.41'	20.00'	N05°22'49"E	27.56'	19.02'	87°07'02"
C67	32.49'	20.00'	N76°02'07"W	29.03'	21.10'	93°04'21"
C68	30.34'	20.00'	N13°57'53"E	27.52'	18.96'	86°55'39"
C69	32.49'	20.00'	S76°02'07"E	29.03'	21.10'	93°04'21"
C70	37.93'	25.00'	S13°57'53"W	34.39'	23.69'	86°55'39"
C71	101.47'	955.00'	S46°45'01"E	101.42'	50.78'	6°05'16"
C72	30.49'	20.00'	N87°23'01"W	27.62'	19.10'	87°21'17"
C73	48.16'	325.00'	N53°11'01"E	48.11'	24.12'	8°29'22"
C74	15.48'	325.00'	N50°18'14"E	15.48'	7.74'	2°43'47"
C75	32.67'	325.00'	N54°32'55"E	32.66'	16.35'	5°45'36"
C76	30.34'	20.00'	S13°57'53"W	27.52'	18.96'	86°55'39"
C77	104.44'	774.00'	S43°07'05"E	104.36'	52.30'	7°43'52"
C78	86.83'	765.00'	S42°30'15"E	86.78'	43.46'	6°30'12"
C79	10.71'	20.00'	N25°36'13"E	10.58'	5.49'	3°40'34"
C80	19.56'	20.00'	N17°44'43"W	18.79'	10.64'	56°01'17"

DEVELOPMENT AGREEMENT LOT SCHEDULE [PER 1.01(a) & (e)]											
40' LOTS			50' LOTS			50' LOTS			60' LOTS		
BLK.	LOT	S.F.	BLK.	LOT	S.F.	BLK.	LOT	S.F.	BLK.	LOT	S.F.
NN	6	6,161	V	24	5,476	QQ	21	7,181	V	13	7,806
NN	7	4,800	V	25	5,986	QQ	22	6,000	V	14	8,057
NN	8	4,800	V	26	5,914	QQ	23	6,000	V	15	7,200
NN	9	4,800	V	27	5,849	QQ	24	6,000	V	16	7,200
NN	10	4,795	V	28	5,843	QQ	25	6,000	V	17	7,200
NN	11	4,895	V	29	5,843	QQ	26	6,000	V	18	7,200
NN	12	7,902	V	30	5,843	QQ	27	6,000	V	19	7,200
NN	13	5,542	V	31	5,843	QQ	28	6,000	V	20	7,200
NN	14	5,234	V	32	5,969	QQ	29	6,000	V	21	7,183
NN	15	4,798	V	33	6,000	QQ	30	6,000	V	22	8,979
NN	16	4,839	V	34	6,000	QQ	31	6,000	V	23	13,106
NN	17	5,272	V	35	6,000	QQ	32	6,000			
NN	18	5,271	V	36	6,000	QQ	33	6,000			
NN	19	5,260	V	37	6,000	QQ	34	6,000			
NN	20	5,261	V	38	6,000	QQ	35	6,000			
NN	21	4,962	V	39	6,000	QQ	36	7,527			
NN	22	4,920	V	40	6,000						
NN	23	4,920	V	41	6,000						
NN	24	4,920	V	42	6,000	RR	1	7,750			
NN	25	4,920	V	43	6,000	RR	2	6,490			
NN	26	4,920				RR	3	6,000			
NN	27	5,101	NN	1	6,734	RR	4	6,000			
NN	28	5,165	NN	2	7,492	RR	5	6,000			
NN	29	5,190	NN	3	7,225	RR	6	6,000			
NN	30	5,192	NN	4	6,775	RR	7	6,000			
NN	31	5,188	NN	5	8,455	RR	8	6,000			
NN	32	5,178				RR	9	6,000			
			PP	9	7,361	RR	10	6,418			
OO	1	7,799	PP	10	6,000	RR	11	6,600			
OO	2	5,832	PP	11	6,000	RR	12	6,600			
OO	3	5,832	PP	12	6,000	RR	13	7,393			
OO	4	5,909	PP	13	6,000						
OO	5	6,791	PP	14	5,959						
OO	6	6,994	PP	15	6,810						
OO	7	4,800									
OO	8	4,800									
OO	9	4,800									
OO	10	4,800									
OO	11	5,274									
OO	12	6,411									
PP	1	6,295									
PP	2	5,024									
PP	3	5,166									
PP	4	4,800									
PP	5	4,800									
PP	6	4,800									
PP	7	4,800									
PP	8	6,481									
QQ	1	6,161									
QQ	2	4,800									
QQ	3	4,800									
QQ	4	4,800									
QQ	5	4,800									
QQ	6	4,800									
QQ	7	4,800									
QQ	8	4,800									
QQ	9	4,800									
QQ	10	4,800									
QQ	11	4,800									
QQ	12	4,800									
QQ	13	4,800									
QQ	14	4,800									
QQ	15	4,800									
QQ	16	4,800									
QQ	17	4,800									
QQ	18	4,800									
QQ	19	4,800									
QQ	20	6,191									

¹1500 LOTS - MAXIMUM ALLOWED

CROSSWINDS PHASE FOUR–A

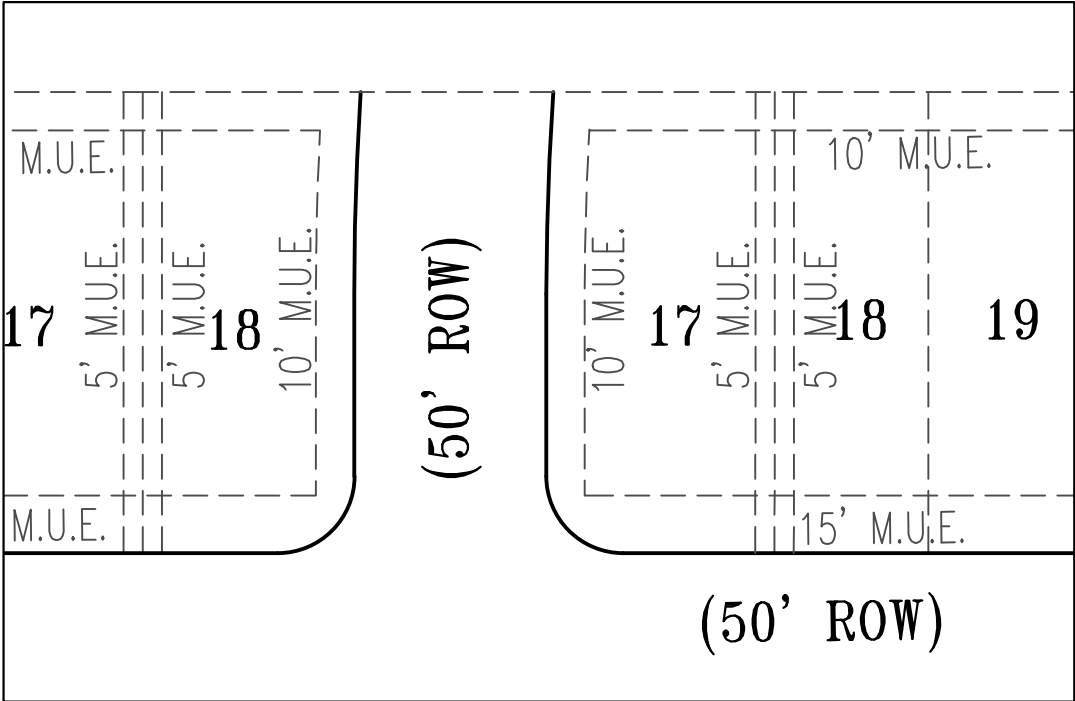
FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF KYLE.
2. THIS PROJECT IS LOCATED IN THE BRUSHY CREEK – PLUM CREEK SUB WATERSHED.
3. NO PORTION OF THIS PRELIMINARY PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE CITY OF KYLE.
6. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF KYLE.
7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
8. TELEPHONE SERVICE WILL BE PROVIDED BY SPECTRUM.
9. ORGANIZED GAS SERVICE MAY BE PROVIDED.
10. MINIMUM FRONT SETBACK SHALL BE TWENTY (20') FEET.
11. MINIMUM REAR SETBACK SHALL BE FIFTEEN (15') FEET.
12. MINIMUM SIDE AND INTERIOR SIDE SETBACKS SHALL BE FIVE (5') FEET.
13. MINIMUM SIDE SETBACK ADJACENT TO A PUBLIC STREET SHALL BE TEN (10') FEET.
14. A 15' MUNICIPAL UTILITY EASEMENT (M.U.E.) SHALL BE LOCATED ALONG THE FRONT OF EACH LOT ADJACENT TO THE R.O.W., A 10' M.U.E. ALONG SIDE YARDS ADJACENT TO THE ROW AND A 10' M.U.E. ALONG REAR PROPERTY LINES.
15. ALL STREETS SHALL BE DESIGNED AS IN ACCORDANCE WITH APPLICABLE CITY OF KYLE AND HAYS COUNTY DEVELOPMENT REGULATIONS AND DEDICATED AS PUBLIC R.O.W. AT FINAL PLATTING.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED COMMUNITY WATER SYSTEM.
17. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE-APPROVED ORGANIZED WASTEWATER SYSTEM.
18. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF KYLE CODE OF ORDINANCES. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE KYLE WATER UTILITY. THE UTILITY CONSTRUCTION MUST BE INSPECTED BY THE CITY OF KYLE.
19. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF KYLE FOR REVIEW. RAINFALL RUN-OFF SHALL BE HELD TO THE AMOUNT OF EXISTING CONDITIONS.
20. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF KYLE.
22. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
23. ALL ROADWAYS WILL BE PUBLICLY DEDICATED AND MAINTAINED.
24. DRAINAGE EASEMENTS SHALL REMAIN OPEN AND FREE OF OBSTRUCTIONS.
25. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION.
26. PUBLIC SIDEWALKS BUILT TO THE CITY OF KYLE STANDARDS, ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS, WHICH SHALL HAVE SHALL HAVE 4' CONCRETE SIDEWALKS EACH SIDE.
27. THE CITY OF KYLE HAS THE RIGHT TO PRUNE AND REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR.
28. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE THE ELECTRIC COMPANY THAT SHALL SERVICE THIS SUBDVISION WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF KYLE CODE OF ORDINANCES.
29. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
30. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
31. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY THE CITY OF KYLE AND HAYS COUNTY.
32. PARKLAND REQUIREMENTS ARE SATISFIED THROUGH THE CROSSWINDS MUNICIPAL UTILITY DISTRICT.
33. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
34. THIS FINAL PLAT IS LOCATED WITHIN ESD #5.
35. THE OWNER/DEVELOPER IS ADVISED TO OBTAIN APPROVAL FOR ANY NEEDED LICENSE AGREEMENTS PRIOR TO APPROVAL OF THE CONSTRUCTION PLANS. OTHER SPECIAL OR NONSTANDARD TREATMENTS OF THE R.O.W. MAY ALSO REQUIRE A LICENSE AGREEMENT.
36. APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE CITY OF KYLE'S CODE OF ORDINANCES IN THE FINAL PLAT, CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER CITY OF KYLE'S REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.
37. LOTS 87 AND 144, BLOCK "V", AND LOT 33, BLOCK "NN" ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR HIS OR HERS ASSIGNS.
38. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF KYLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
39. THE LANDOWNER SHALL BE RESPONSIBLE FOR PROVIDING THE SUBDIVISION INFRASTRUCTURE, INCLUDING WATER AND WASTEWATER UTILITY IMPROVEMENTS, OFFSITE MAIN EXTENSION AND SYSTEM UPGRADES.
40. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE UNDERGROUND.
41. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
43. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
44. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN.
45. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST. THIS REQUIREMENT IS UNDER THE TPDES GENERAL PERMIT TXR040000 PART III, SECTION B.
46. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENTS MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.

AREA TABLE		
AREA WITHIN SUBDIVISION	83.388 ACRES	(3,632,419 sq. ft.)
AREA OF SINGLE FAMILY LOTS	18.833 ACRES	(820,347 sq. ft.)
AREA WITHIN D.E., S.W., A.E. & P.U.E.	59.184 ACRES	(2,578,067 sq. ft.)
AREA WITHIN STREETS	5.371 ACRES	

BLK.	LOT	S.F.	ACRES	BLK.	LOT	S.F.	ACRES
V	13	6,915	0.159	PP	1	6,295	0.145
V	14	8,057	0.185	PP	2	5,024	0.115
V	15	7,200	0.165	PP	3	5,186	0.119
V	16	7,200	0.165	PP	4	4,800	0.110
V	17	7,200	0.165	PP	5	4,800	0.110
V	18	7,200	0.165	PP	6	4,800	0.111
V	19	7,200	0.165	PP	7	4,800	0.111
V	20	7,200	0.165	PP	8	6,481	0.149
V	21	7,183	0.165	PP	9	7,361	0.169
V	22	8,977	0.206	PP	10	6,000	0.138
V	23	13,106	0.301	PP	11	6,000	0.138
V	24	5,476	0.126	PP	12	6,000	0.138
V	25	5,986	0.137	PP	13	6,000	0.138
V	26	5,914	0.136	PP	14	5,959	0.137
V	27	5,849	0.134	PP	15	6,810	0.156
V	28	5,843	0.134				
V	29	5,843	0.134	QQ	1	6,161	0.141
V	30	5,843	0.134	QQ	2	4,800	0.110
V	31	5,843	0.134	QQ	3	4,800	0.110
V	32	5,969	0.137	QQ	4	4,800	0.110
V	33	6,000	0.138	QQ	5	4,800	0.110
V	34	6,000	0.138	QQ	6	4,800	0.110
V	35	6,000	0.138	QQ	7	4,800	0.110
V	36	6,000	0.138	QQ	8	4,800	0.110
V	37	6,000	0.138	QQ	9	4,800	0.110
V	38	6,000	0.138	QQ	10	4,800	0.110
V	39	6,000	0.138	QQ	11	4,800	0.110
V	40	6,000	0.138	QQ	12	4,800	0.110
V	41	6,000	0.138	QQ	13	4,800	0.110
V	42	6,000	0.138	QQ	14	4,800	0.110
V	43	6,000	0.138	QQ	15	4,800	0.110
V	87	2,554,904	58.653	QQ	16	4,800	0.110
V	144	891	0.020	QQ	17	4,800	0.110
				QQ	18	4,800	0.110
NN	1	6,734	0.155	QQ	19	4,800	0.110
NN	2	7,492	0.172	QQ	20	6,191	0.142
NN	3	7,225	0.166	QQ	21	7,181	0.165
NN	4	6,775	0.156	QQ	22	6,000	0.138
NN	5	8,455	0.194	QQ	23	6,000	0.138
NN	6	6,161	0.141	QQ	24	6,000	0.138
NN	7	4,800	0.110	QQ	25	6,000	0.138
NN	8	4,800	0.110	QQ	26	6,000	0.138
NN	9	4,800	0.110	QQ	27	6,000	0.138
NN	10	4,795	0.110	QQ	28	6,000	0.138
NN	11	4,895	0.112	QQ	29	6,000	0.138
NN	12	7,902	0.181	QQ	30	6,000	0.138
NN	13	5,542	0.127	QQ	31	6,000	0.138
NN	14	5,234	0.120	QQ	32	6,000	0.138
NN	15	4,798	0.110	QQ	33	6,000	0.138
NN	16	4,839	0.111	QQ	34	6,000	0.138
NN	17	5,272	0.121	QQ	35	6,000	0.138
NN	18	5,271	0.121	QQ	36	7,527	0.173
NN	19	5,260	0.121				
NN	20	5,261	0.121	RR	1	7,750	0.178
NN	21	4,962	0.114	RR	2	6,490	0.149
NN	22	4,920	0.113	RR	3	6,000	0.138
NN	23	4,920	0.113	RR	4	6,000	0.138
NN	24	4,920	0.113	RR	5	6,000	0.138
NN	25	4,920	0.113	RR	6	6,000	0.138
NN	26	4,920	0.113	RR	7	6,000	0.138
NN	27	5,101	0.117	RR	8	6,000	0.138
NN	28	5,165	0.119	RR	9	6,000	0.138
NN	29	5,190	0.119	RR	10	6,418	0.147
NN	30	5,192	0.119	RR	11	6,600	0.151
NN	31	5,188	0.119	RR	12	6,600	0.151
NN	32	5,178	0.119	RR	13	7,392	0.170
NN	33	22,272	0.511				
OO	1	7,799	0.179				
OO	2	5,832	0.134				
OO	3	5,832	0.134				
OO	4	5,909	0.136				
OO	5	6,791	0.156				
OO	6	6,994	0.161				
OO	7	4,800	0.110				
OO	8	4,800	0.110				
OO	9	4,800	0.110				
OO	10	4,800	0.110				
OO	11	5,274	0.121				
OO	12	6,411	0.147				

LOT SIZE	NO.
< 1 ACRE	141
1–2 ACRE	X
2–5 ACRE	X
5–10 ACRE	X
> 10 ACRE	1
MINIMUM LOT SIZE: 0.023 AC (996 sq. ft.)	
AVERAGE LOT SIZE: 0.554 AC (24,118 sq. ft.)	



M.U.E. DETAIL
SCALE 1" = 50'

RIGHT-OF-WAY LINEAR FOOTAGE		
BAY BREEZE DRIVE (LOCAL ROAD)	50' R.O.W.	1,639'
BLACKBURROW DRIVE (LOCAL ROAD)	50' R.O.W.	874'
ENDURANCE DRIVE (LOCAL ROAD)	50' R.O.W.	388'
KING HAAKON BAY DRIVE (LOCAL ROAD)	50' R.O.W.	724'
REEF BAND DRIVE (LOCAL ROAD)	50' R.O.W.	1,090'
TOTAL	ROW=5.371 AC.	4,715'

SHEET NO. 7 OF 8

Carlson, Brigrance & Doering, Inc.

FIRM ID #F3791

Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

REG. # 10024900

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

CROSSWINDS PHASE FOUR-A

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT DEVELOPMENT SOLUTIONS CW, LLC, ACTING BY AND THROUGH ITS MANAGER, GREGORY L. RICH, OWNER OF 445.757 ACRES OF LAND OUT OF THE SAMUEL LITTLE SURVEY, NO. 8, A-286, IN HAYS COUNTY, TEXAS, AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 4960, PAGE 584, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 83.388 ACRE PORTION OF SAID TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS:

"CROSSWINDS PHASE FOUR-A"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

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

GREGORY L. RICH/ MANAGER
DEVELOPMENT SOLUTIONS CW, LLC
12222 MERIT DRIVE, SUITE 1020
DALLAS, TX 75251

STATE OF TEXAS }
COUNTY OF HAYS}

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED GREGORY L. RICH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

REVIEWED BY:

CITY ENGINEER, CITY OF KYLE DATE

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS, CITY OF KYLE DATE

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, A.D. 20____.

CHAIRPERSON

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS
COUNTY OF HAYS

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS }
COUNTY OF HAYS }

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AND DULY RECORDED ON THE _____

DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

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

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NOTARY PUBLIC, STATE OF TEXAS
STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THE OWNERS OF THE LAND SHOWN ON THIS PLAT WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY DEDICATED TO USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, MUNICIPAL UTILITY EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. I (WE) FURTHER CERTIFY THAT ALL OTHER PARTIES WHO HAVE A MORTGAGE OR LIEN INTEREST IN THE SUBDIVISION HAVE BEEN NOTIFIED AND SIGNED THIS PLAT.

I (WE) FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICE REQUIRED IN ORDER THAT THE DEVELOPMENT WILL COMPORT WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY; I (WE), MY (OUR) SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT I (WE) MAY HAVE AS A RESULT OF DEDICATIONS OF EXACTIONS MADE HEREIN.

INTERNATIONAL BANK OF COMMERCE

STATE OF TEXAS }
COUNTY OF HAYS}

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC, STATE OF TEXAS

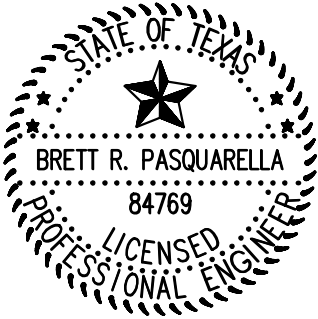
MY COMISSION EXPIRES:_____

STATE OF TEXAS }
COUNTY OF TRAVIS }

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

DO HEREBY CERTIFY THAT 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 0290F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORMWATER RUNOFF FROM THE 100 YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHTS-OF-WAY, AND /OR OPEN SPACE AND DRAINAGE EASEMENT LOTS.

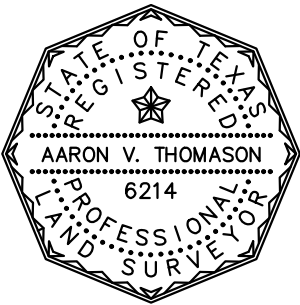
BRETT R. PASQUARELLA, P.E. No. 84769 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
(512) 280-5160



STATE OF TEXAS }
COUNTY OF TRAVIS }

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

SURVEYED BY: AARON V. THOMASON, R.P.L.S. #6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aaron@cbdeng.com



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

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

SHEET NO. 8 OF 8

CBD

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering

5501 West William Cannon

Phone No. (512) 280-5160

Surveying

Austin, Texas 78749

Fax No. (512) 280-5165

J:\AC3D\5333\Survey\PLAT – CROSSWINDS PHASE 4A



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Change Order No. 14 in the amount of \$50,775.24 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly. **SHELL/BORCHERDING**

Summary:

Change Order No. 14 addresses the cost of placing concrete riprap on steep ditches at three locations versus using 24-inch and 18-inch arch reinforced concrete pipe on the RM 3237 at RM 150 Roundabout [16-772-034] project. The Change Order also includes the force account work to remove and relocate three safety end treatments.

This Change Order results in a net increase of \$50,775.24 to the contract amount, for an adjusted total contract amount of \$1,858,433.18. The original contract amount was \$1,654,710.80. As a result of this and all Change Orders to date, \$203,722.38 has been added to the Contract, resulting in an 12.31% net increase in the Contract cost. The adjusted contract amount includes thirteen previously approved Change Orders in the total amount of \$152,947.14. No additional days will be added or deducted at this time as a result of this Change Order.

Fiscal Impact:

Amount Requested: \$50,775.24

Line Item Number: 035-803-96-772.5611_400

Budget Office:

Source of Funds: Voter Approved Road Bond Funds

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

\$50,776 - Increase Pct. 3 RM3237 CSI_RM150 RA Project 035-803-96-772.5611_400

(\$50,776) - Decrease General Construction .35-800-96-5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Construction Operating

New Revenue Y/N?: N/A

Comments: N/A

Attachments

RM3237Roundabout-Cox-CO14

HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

1. CONTRACTOR: Cox Commercial 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: 2E, 2I, 3E (3 Max. - In order of importance - Primary first)

Project:	<u>RM 3237 Roundabout</u>
Roadway:	<u>RM3237</u>
CSJ Number:	<u>0805-04-034</u>

5. Describe the work being revised:

2E: Miscellaneous difference in site conditions (Unforseeable)(Item 9)

2I: Additional safety needs (Unforseeable)

3E: Reduction of future maintenance

This Change Order is necessary to address the high cost of placing concrete riprap on steep ditches at three locations versus using 24 inch and 18 inch arch (DES 1) reinforced concrete pipe. This change order also includes the force account work to remove and relocate three safety end treatments.

6. Work to be performed in accordance with Items: 432
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>7/21/22</u></p> <p>By <u>Darren Okruhlik</u> <small>Digitally signed by Darren Okruhlik DN: cn=Darren Okruhlik, o=Cox Commercial Construction, ou, email=darren@cox-commercial.com, c=US Date: 2022.07.21 08:10:11 -0500</small></p> <p>Typed/Printed Name <u>DARREN OKRUHLIK</u></p> <p>Typed/Printed Title <u>SR VP</u></p>	<p style="text-align: center;"><i>The following information must be provided</i></p> <p>Time Ext. #: <u>0</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$50,775.24</u></p>
--	---

RECOMMENDED FOR EXECUTION:

N/A

Asif Mirzazada Digitally signed by Asif Mirzazada
DN: C=US,
E=Asif.mirzazada@hdrinc.com,
O=HDR, CN=Asif Mirzazada
Date: 2022.07.21 09:16:57 -0500 07/21/22

Construction Engineering Inspector Date

Transportation Director Date

DocuSigned by:
Victor Vargas 7/26/2022
3DEAC2871258474
General Engineering Consultant Date

N/A

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

N/A

County Judge Date

☐ APPROVED

[illegible]



Hays County Transportation Department Change Order Request

Date: July 11, 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: 14

Change in Scope Necessitating Change-Order:

This Change Order is necessary in order to address the high cost of placing concrete riprap on steep ditches at three locations versus using 24 inch & 18 inch arch (DES 1) reinforced concrete pipe. This change order also includes the force account work to remove and relocate three safety end treatments.

Attach Supporting Documentation for Change Order to this Form.

Original Contract Amount: \$1,654,710.80

Net Amount of Previously Authorized Change Order: \$152,947.14

Net Amount for this requested change order: \$50,775.24

Total Contract Amount with all change orders: \$1,858,433.18

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: _____

Date: 7/19/22

CEI HDR: Donald A. Peterson, P.E.

Sign: [Signature]

Date: 07/15/2022

Hays County: _____

Sign: _____

Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court).

CHECKED BY: ARIK LIANE
7/19/2022

RM 3237 Roundabout Project - CSJ No. 0805-04-034

HDR Engineering, Inc.

Summary:

Item	Description	Quantity	Units	Unit Price	Request
PRICE ADJUSTMENT FOR 24 INCH; (ARCH)(DES 1) RCP & FORCE ACCOUNT TO REMOVE AND RELOCATE SETs					
432-6002	RIPRAP (CONC)(5 IN) - TO BE USED AS CONCRETE COLLARS	2.000	CY	\$1,000.00	\$2,000.00
9000-6007	RC PIPE(CL III)(24") (PRICE ADJUSTMENT - ESCALATED COST)	198.000	LF	\$107.58	\$21,300.84
9000-6008	RC PIPE (ARCH)(CL III)(DES1)(PRICE ADJUSTMENT - ESCALATED COST)	80.000	LF	\$218.43	\$17,474.40
9606-6005	FORCE ACCOUNT ID 1: REMOVE AND RELOCATE - SET (TY II)(18 IN) (RCP)(6:1)(P) AND SET (TYIII) (24") RCP	1.000	LS	\$10,000.00	\$10,000.00
Subtotals					\$50,775.24

Notes:

This change order is necessary in order to address the high cost of placing concrete riprap on steep ditches at three locations on the project versus using 24 inch and Arch (DES 1) reinforced concrete pipe. This change order also includes the force account work to remove and relocate three safety end treatments.

Summary of Change Orders:

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 - Light 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	0.44%
CHANGE ORDER No. 7 - Work to Install Electric Service.	\$6,195.00	0.37%
CHANGE ORDER No. 8 - Line Extension to Electric Service & Two Radar Trailers.	\$6,884.04	0.42%
CHANGE ORDER No. 9 - Bond Breaker Roofing Felt Instead of Hot Mix Type D; Reduction of	-\$2,500.57	-0.15%
CHANGE ORDER No. 10 - To address response to RFI No. 12 & to address overruns.	\$50,909.60	3.08%
CHANGE ORDER No. 11 - To address bridge sidewalk modification and riser on sidewalk; to	\$11,245.50	0.68%
CHANGE ORDER No. 12 - To address 15% deduction between the price between the original bid price and the new price for the stamped concrete to address the workmanship issues with the finished stamp concrete.	-\$3,924.71	-0.24%
CHANGE ORDER No. 13 - To address RFI 12 items - Additional Locations.	\$0.00	0.00%
CHANGE ORDER No. 14 - To install reinforced concrete pipe instead of concrete riprap.	\$50,775.24	3.07%
TOTAL =	\$203,722.38	12.31%

Original Contract Amount = \$1,654,710.80

Total Contract Amount with all Change Orders = \$1,858,433.18

EXTEND RCP 88 LF

SET TO MOVE AT END OF EXTENDED RCP

5

RM 150

494+66.00

495+00

EXIST. ROW

①

PC 486+15.39

③

RM 3237

485+00

S 83° 52' 25.51" E

PT 484+25.41

EXIST. ROW

RIPRAP

CONC RIPRAP DITCH

REPLACE RIPRAP WITH 150 LF RCP

RCP TO EXTEND

SET TO MOVE AT END OF EXTENDED RCP

INSTALL MAILBOX

CURB CUT

STA. 487+57.00

②

PHOTO No. 1:



PHOTO No. 2:



LOCATION 3: EAST SIDE OF DRIVEWAY NO. 2:

Extend the Reinforced Concrete Pipe 40.00 LF (Arch (DES 1 RCP) to the east side of Driveway No. 2 and relocate the SET to the end of the extended Reinforced Concrete Pipe (Photo 3).

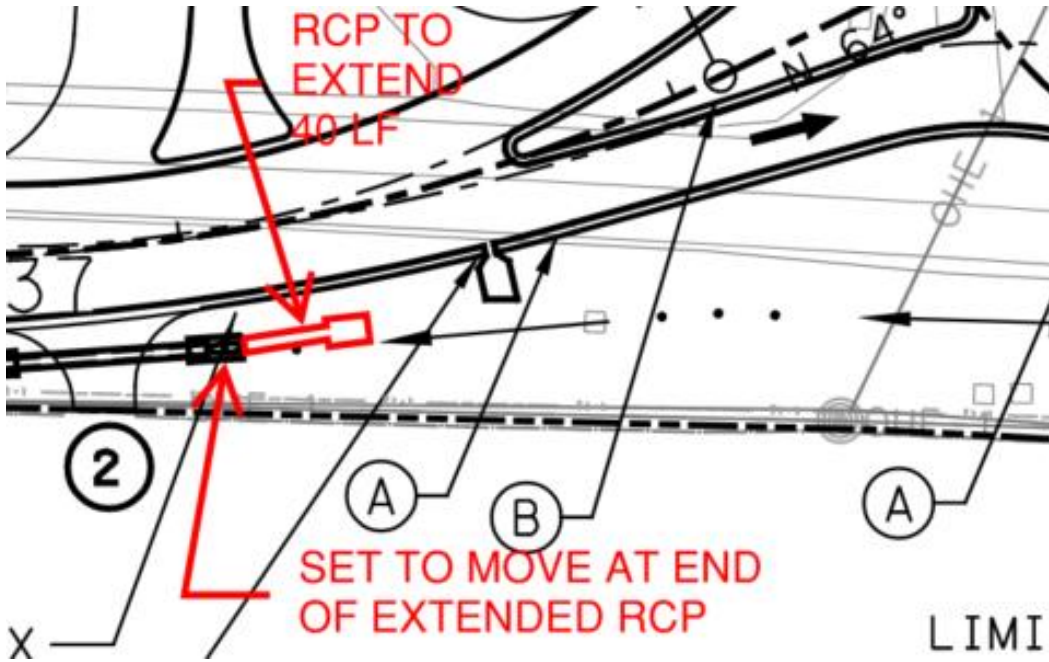


PHOTO No. 3:





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Amendment #2 to an Advance Funding Agreement between Hays County and Texas Transportation Department (TxDOT) regarding the FM 621 Corridor Safety Improvements project. **INGALSBE/BORCHERDING**

Summary:

The FM 621 Corridor Safety Improvements project from Old Bastrop Highway (CR 266) to De Zavala Drive is an element of the Hays County 2016 Road Bond Program. The County and the Texas Transportation Department (TxDOT) entered into an Advance Funding Agreement (AFA) on April 2, 2020 to memorialize the roles and responsibilities in the development and funding of the corridor safety improvements. On September 21, 2021, the County and TxDOT approved AFA Amendment #1, which adjusted the internal limits of the project to facilitate the orderly and timely development of the project and allow the first segment of the project from 0.1 miles northwest of De Zavala Drive to 0.1 miles southeast of Picasso Drive to proceed to construction as quickly as possible. That section was let for construction by TxDOT on August 4, 2021 and the project is under construction with an anticipated date of completion of Summer 2022. The second segment of the project, from 0.1 mile southeast of Picasso Drive to 0.2 mile southeast of Old Bastrop Highway/CR 266, is anticipated to be let for construction in August 2022 with construction not expected to begin until April 2023. Sources of funding for the FM 621 improvements include Federal and State grant funding, which are fixed amounts, in addition to the County's local share participation. In the AFA and AFA Amendment #1, the County is responsible for 100% of the costs once those Federal and State sources of funding were reached. In light of the nationwide inflation affecting the cost of construction projects that TxDOT and the County are experiencing, TxDOT has agreed to assume 50% responsibility for construction cost overruns for portions of the FM 621 improvements that are on the State Highway System. The AFA Amendment #2 memorializes that change in construction cost overrun responsibility.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 035-801-96-521.5611_400

Budget Office:

Source of Funds: Voter Approved Road Bond Funds

Budget Amendment Required Y/N?: NO

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Construction Operating

New Revenue Y/N?: N/A

Comments: N/A

Attachments

FM 621 AFA Amendment #2

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #2**

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 April 2nd, 2020 to effectuate their agreement to perform roadway improvements to FM 621 and CR 266 in Hays County; and,

WHEREAS, the State and the Local Government executed the Amendment#1 of contract on 1st November of 2021 to add scope of work for CSJ 0987-03-014; and,

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

- A. This project adds improvement to both the State and Local roadway network. The State agreed to share the construction costs overruns in 50%-50% with the Local Government since the primary funding of Surface Transportation Block Grant Program (STBG), and Highway Safety Improvement Program (HSIP) are fixed. The price risk has increased due to recent nationwide inflation.
- B. Attachment C-1 Project Budget is deleted in its entirety and replaced with Attachment C-2 Project Budget, which is attached to and made a part of this amendment. The budget pages are modified to indicate the State and Local Government will equally share the cost of construction overruns for the three CSJ project areas 0987-03-011, 0987-03-012, and 0987-03-014. The Local Government is responsible for 100% of construction cost overruns for CSJ #0914-33-085.

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
County Judge

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

ATTACHMENT C-2 PROJECT BUDGET ESTIMATE

Costs for Category 7 will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. Construction costs for Category 8 will be allocated based on 90% Federal funding and 10% State funding until Federal and State funding reaches the maximum obligated amount. The State and Local Government will share 50%-50% responsibility of the construction costs overruns.

Description On-system	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$537,000	0%	\$0	0%	\$0	100%	\$537,000
Utilities (by Local)	\$200,000	0%	\$0	0%	\$0	100%	\$200,000
CSJ# 0987-03-014 Construction Cat.7 (by State)	\$1,417,473	80%	\$1,133,978	0%	\$0	20%	\$283,495
CSJ# 0987-03-012 Construction Cat.7 (by State)	\$3,150,000	80%	\$2,520,000	0%	\$0	20%	\$630,000
CSJ# 0987-03-011 Construction Cat.8 HSIP (by State)	\$681,000	90%	\$612,900	10%	\$68,100	0%	\$0
Subtotal	\$5,985,472		\$4,266,878		\$68,100		\$1,650,495
Environmental Direct State Costs	\$29,927	0%	\$0	100%	\$29,927	0%	\$0
Right of Way Direct State Costs	\$7,482	0%	\$0	100%	\$7,482	0%	\$0
Engineering Direct State Costs	\$44,891	0%	\$0	100%	\$44,891	0%	\$0
Utility Direct State Costs	\$7,482	0%	\$0	100%	\$7,482	0%	\$0
Construction Direct State Costs	\$209,492	0%	\$0	100%	\$209,492	0%	\$0
Indirect State Costs (4.52%)	\$270,543	0%	\$0	100%	\$270,543	0%	\$0
TOTAL	\$6,555,289		\$4,266,878		\$637,917		\$1,650,494

Initial payment by the Local Government to the State: \$0.0

Payment by the Local Government to the State before construction: \$913,495

Total payment by the Local Government to the State: \$913,495

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #0987-03-011, 0987-03-012, 0914-03-014, 0914-33-085
 District # 14; AFA ID#: Z00003689
 Code Chart 64 #50106
 Project: FM 621 and CR 266 Improvement
 Federal Highway Administration
 CFDA Title: Highway Planning and Construction
 CFDA No.: 20.205
 Not Research and Development

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount.
 The Local Government will then be responsible for 100% of the costs.

Description (off-system)	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ# 0914-33-085 Construction Cat.7 (by State) off-system	\$532,528	80%	\$426,022	0%	\$0	20%	\$106,506
Subtotal	\$532,528		\$426,022		\$0		\$106,506
Environmental Direct State Costs	\$2,663	0%	\$0	0%	\$0	100%	\$2,663
Right of Way Direct State Costs	\$666	0%	\$0	0%	\$0	100%	\$666
Engineering Direct State Costs	\$3,994	0%	\$0	0%	\$0	100%	\$3,994
Utility Direct State Costs	\$666	0%	\$0	0%	\$0	100%	\$666
Construction Direct State Costs	\$18,638	0%	\$0	0%	\$0	100%	\$18,638
Indirect State Costs (4.52%)	\$24,070	0%	\$0	100%	\$24,070	0%	\$0
TOTAL	\$583,225		\$426,022		\$24,070		\$133,133
GRAND TOTAL	\$7,138,515		\$4,692,901		\$661,987		\$1,783,627

The Local Government has paid to the State the initial payment of \$7,989
 Payment by the Local Government to the State before construction: \$125,144
 Total payment by the Local Government to the State: \$133,133
 This is an estimate. The final amount of Local Government participation will be based on actual costs.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$100,000.00 to the Professional Services Agreement between Hays County and Garver, LLC for engineering design and support services for Drainage and Low Water Crossing Improvements at Bear Creek Pass in Precinct 4 project as part of the Road Bond Program. **SMITH/BORCHERDING**

Summary:

The requested Contract Amendment increases the contract compensation cap by \$100,000.00 from \$400,000.00 to \$500,000.00. This will allow for the execution of Supplemental No. 1 to Work Authorization No. 1 in the amount of \$104,082.00 which authorizes additional design services including a Conditional Letter of Map Revision submittal to FEMA, a Nationwide Permit submittal to US Army Corps of Engineers, and additional environmental reports on the Bear Creek Pass Low Water Crossing.

Fiscal Impact:

Amount Requested: \$100,000

Line Item Number: 035-804-96-870.5621_700

Budget Office:

Source of Funds: Voter Approved Road Bond Funds

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

\$100,000 - Increase Engineering_Capital 035-804-96-870.5621_700

(\$100,000) - Decrease General Construction 035-800-96.5611_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay

New Revenue Y/N?: N/A

Comments: N/A

Attachments

Pct4LWCBearCreekPass-Garver-Amendment1

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
Precinct 4 Low Water Crossings ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Garver, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective January 5, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$400,000.00 to \$500,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____

Signature

Glenn G. Gregory, Jr.

Printed Name

Vice President

Title

July 11, 2022

Date

COUNTY:

By: _____

Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
7/27/2022



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the Letter of Credit #SBP702741 in the amount of \$808,725.50, acceptance of the 2-year maintenance bond #4442353MNT-1 in the amount of \$97,283.82, and acceptance of the 1-year revegetation bond #4442353MNT-2 in the amount of \$72,930.70 for Parten Ranch subd., Phase 3. **SMITH/BORCHERDING**

Summary

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

Attachments

Acceptance documents

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

July 28, 2022

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

RE: Parten Ranch subdivision, Phase 3

Dear Commissioners and Judge:

Lauren Crone, P.E. with LJA Engineering, is requesting that Hays County accept construction of the roads and surface drainage improvements for Parten Ranch subdivision, Phase 3, release the LOC #SBP702741 in the amount of \$808,725.50, accept the 2-year maintenance bond #4442353MNT-1 in the amount of \$97,283.82, and accept the 1-year revegetation bond #4442353MNT-2 in the amount of \$72,930.70. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

A handwritten signature in black ink that reads "Jerry H. Borcharding". The signature is written in a cursive style with a large, stylized "J" and "B".

Jerry Borcharding, P.E.
Director
Hays County Transportation



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

AMENDMENT TO LETTER OF CREDIT NO. SBP702741

OCTOBER 18, 2021

HAYS COUNTY, TEXAS
111 E. SAN ANTONIO ST.- SUITE 300
SAN MARCOS, TEXAS 78666

RE: AMENDMENT NO. 1

LC NO.: SBP702741
APPLICANT: HM PARTEN RANCH DEVELOPMENT, INC.
SUBDIVISION: PARTEN RANCH, PHASE 3
LC AMOUNT: USD 808,725.50
EXPIRATION DATE: JULY 08, 2022

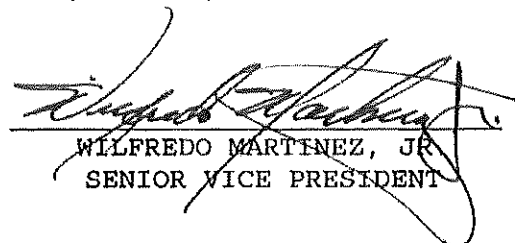
IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM HM PARTEN RANCH DEVELOPMENT, INC., THIS LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

❖ SUBDIVISION SHOULD READ AS FOLLOWS:
PARTEN RANCH, PHASE 2B

ALL OTHER TERMS AND CONDITIONS OF THIS LETTER OF CREDIT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

PLEASE ACKNOWLEDGE RECEIPT AND AGREEMENT TO THIS AMENDMENT BY SIGNING THE ENCLOSED COPY AND RETURN IT TO INTERNATIONAL BANK OF COMMERCE, ATTENTION LETTERS OF CREDIT DEPARTMENT, 1200 SAN BERNARDO AVENUE, P.O. DRAWER 1359, LAREDO, TX 78042-1359.


WILFREDO MARTINEZ, JR.
SENIOR VICE PRESIDENT



7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735
t 512.439.4700 LJA.com TBPE F-1386

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Parten Ranch Phase 3

SCOPE OF WORK: W WW S/D ALL X

Owner/Developer's Name and Address

HM Parten Ranch Development, Inc.
1011 North Lamar Boulevard
Austin, Texas 78701

Consultant Engineer's Name and Address

LJA Engineering, Inc.
7500 Rialto Blvd, Bldg II, Suite 100
Austin, Texas 78735

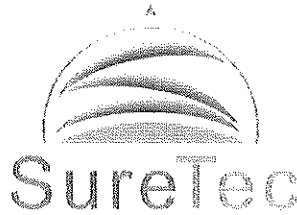
This is to certify that I, the undersigned professional engineer, or my representative, have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I, or my representative, made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially effect the usefulness of the work for purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project, upon satisfactory correction of the following items:



Lauren Crone
Signature

6/1/2022
Date

128018
Texas Registration Number



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4442353MNT-1

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Ninety Seven Thousand Two Hundred Eighty Three and 82/100's (\$97,283.82) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Parten Ranch Phase 3 - Streets and Drainage Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

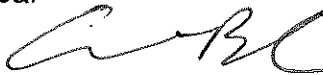
Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

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

SIGNED, SEALED AND DATED THIS 23rd day of May, 2022.

Joe Bland Construction, LP
Principal

Collin Bland
Vice President, Bland Inc.
General Partner

By:  _____

SureTec Insurance Company

By:  _____
Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

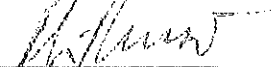
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



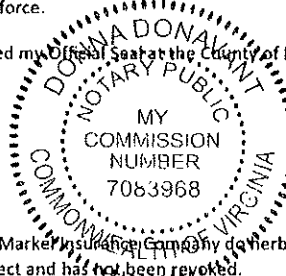
Markel Insurance Company

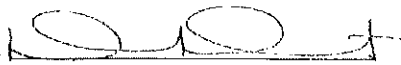
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

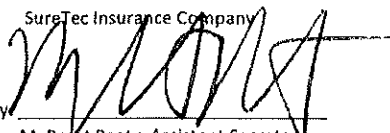


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

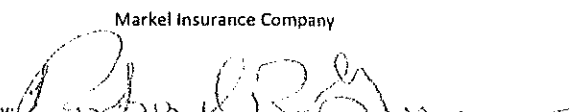
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of May, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice/Filing of Claims

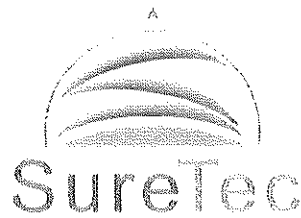
To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4442353MNT-2

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Springhollow MUD as Obligee, in the penal sum of Seventy Two Thousand Nine Hundred Thirty and 70/100's (\$72,930.70) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Parten Ranch Phase 3 - Wastewater, Revegetation and Pond Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One (1) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of One (1) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

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

SIGNED, SEALED AND DATED THIS 23rd day of May, 2022.

Joe Bland Construction, LP
Principal

Collin Bland
Vice President, Bland Inc.
General Partner

By: 

SureTec Insurance Company

By: 
Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

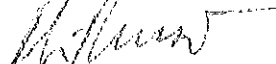
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



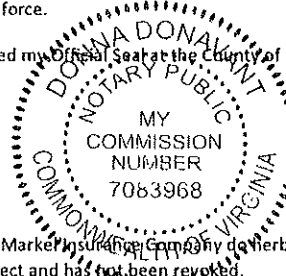
Markel Insurance Company

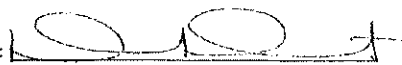
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

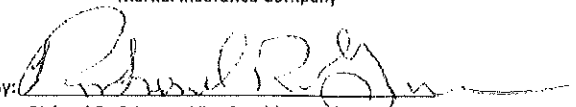
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of May, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1927-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Burnett Ranch, Section 1, Lot 11, Replat. **SHELL/PACHECO**

Summary

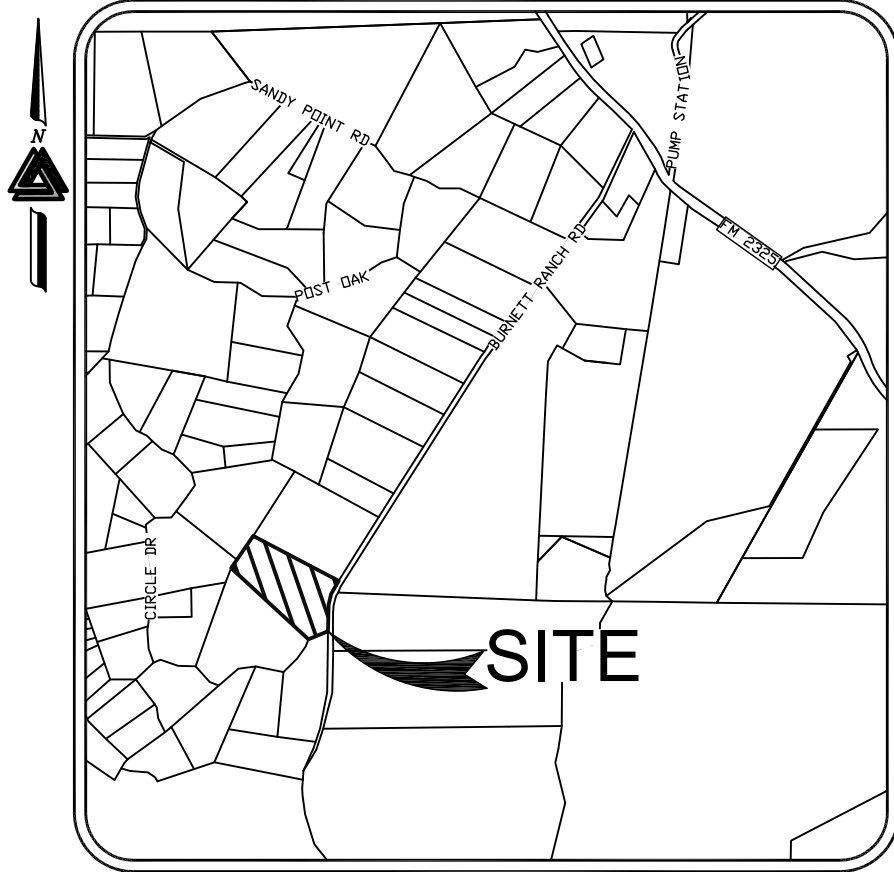
Burnett Ranch, Section 1 is a recorded subdivision located off of Burnett Ranch Road in Wimberley and in Precinct 3. The proposed replat will divide the existing Lot 11, consisting of 14.98 acres, into three (3) lots: 11A, 11B, and 11C. Water utility will be achieved by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.

Attachments

Plat

Location Map

REPLAT OF LOT 11,
BURNETT RANCH SECTION 1
ESTABLISHING LOTS 11A, 11B & 11C,
BURNETT RANCH SECTION 1
HAYS COUNTY, TEXAS



VICINITY MAP

PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- This subdivision lies within the Zone X area and outside of the 0.2% annual chance of flood as delineated on Federal Emergency Management Agency F.I.R.M. Panel #48209C 0215 F, dated September 2, 2005.
- This subdivision contains 3 lots for a total of 14.98 acres.
 - Lots less than 1.00 acre: 0
 - Lots 2.00 to 5.00 acres: 2
 - Lots 5.00 to 10.00 acres: 1
 - Lots 10.00 acres or larger: 0
- This subdivision lies within the following jurisdictions:
 - School District – Wimberley Independent School District
 - Hays Trinity Conservation District
 - Emergency Services District – #4 & #7
 - Hays County Precinct #3
- Water supply for this subdivision is provided by a private wells.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Wastewater treatment for this subdivision is to be provided by individual on-site sewage facilities as approved by Hays County Development Services.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Frontier.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
- Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- 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.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
- 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 access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
- The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- Lots smaller than 5 acres, which are served by a shared access driveway, will be prohibited from further subdivision unless additional improved access is provided.
- Improvements exist on these lots which are not shown by this plat.
- Bearing Basis: Texas State Plane Coordinate System--South Central Zone.

ENGINEER:

JULY 27, 2022

SURVEYOR:



TRI-TECH
ENGINEERING SURVEYING PLANNING

155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

TBPLS REGISTRATION #: 10193729
www.tritechtx.com TBPE REGISTRATION #: F-18693

SHEET 1 of 2

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, Augustus R. Lumia & Cynthia A. Sites, owners of Lot 11 of Burnett Ranch, Section 1 described in a deed recorded in Instrument No. 21055706 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID LOT 11, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 11, BURNETT RANCH SECTION 1, ESTABLISHING LOTS 11A, 11B & 11C, BURNETT RANCH SECTION 1, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____ A.D. 20____.

By: _____ By: _____
Augustus R. Lumia Cynthia A. Sites
100 Valley View
Wimberley, Texas 78676 100 Valley View
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Augustus R. Lumia & Cynthia A. Sites, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____ A.D. 20____.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 2022, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____.

WITNESS my hand and seal of office this the ____ day of _____, A.D. 2022.

Ruben Becerra Elaine H. Cardenas
County Judge County Clerk
Hays County, Texas Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Gaasbeek, R.S., C.F.M. Date
Hays County Floodplain Administrator

Marcus Pacheco, Director Date
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2022.

RELEASED FOR REVIEW 07/27/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres Date
Registered Professional Land Surveyor, No. 5737
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0215 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2022.

RELEASED FOR REVIEW 07/27/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll Date
Registered Professional Engineer, No. 119251
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D. 2022, at _____ o'clock ____m., in the plat records of Hays County, Texas, in Instrument Number _____.

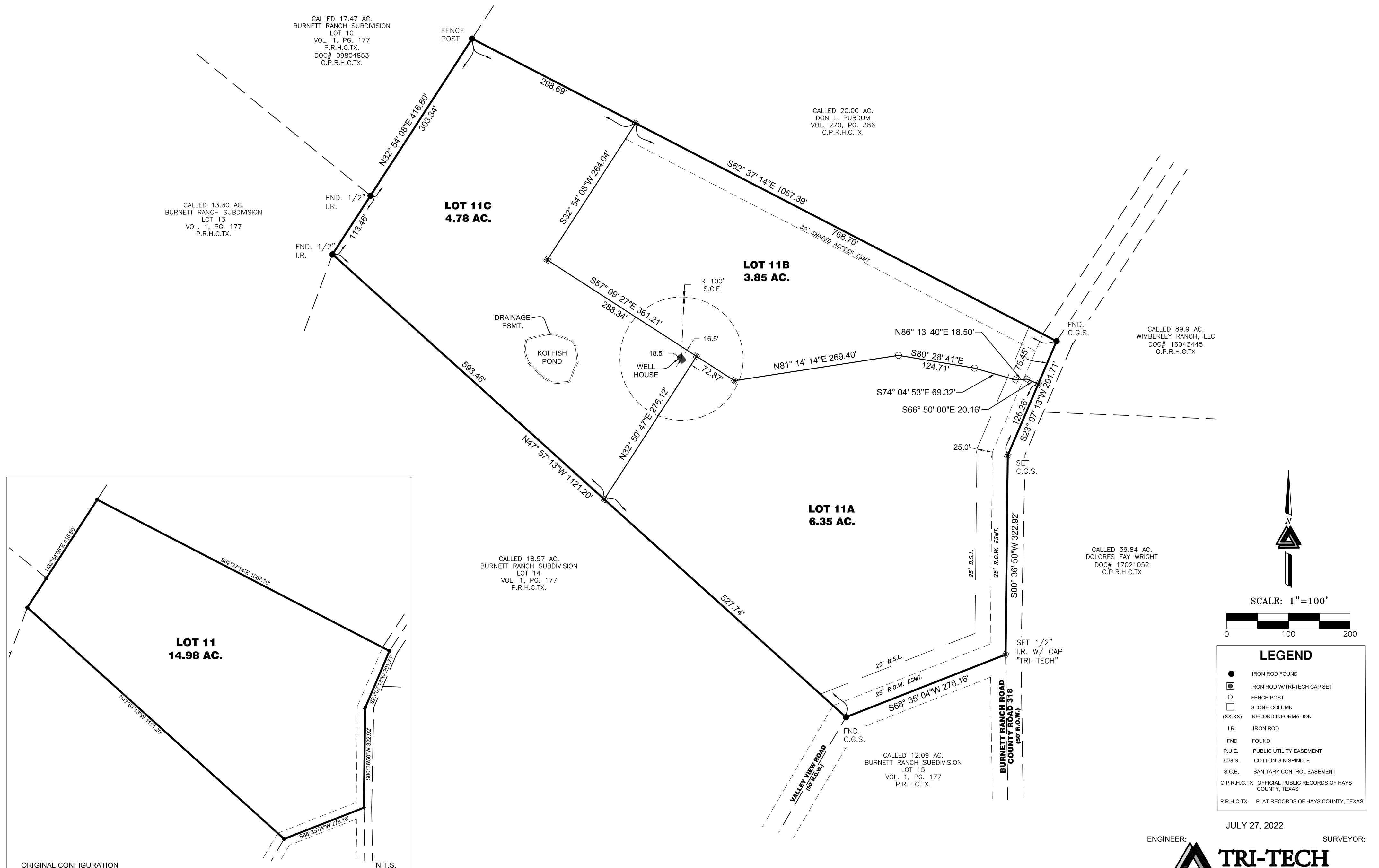
WITNESS my hand and seal of office this the ____ day of _____, A.D. 2022.

Elaine H. Cardenas
County Clerk
Hays County, Texas

PEDERNALES ELECTRIC COOPERATIVE NOTES

- Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen (15) foot wide utility easement along all lot lines adjoining a public right-of-way and a ten (10) foot wide utility easement along all other front, side, or rear lot lines. Property within a public roadway easement shall be designated as a utility easement.
- All existing overhead and underground lines shall possess a twenty (20) foot wide utility easement centered 10' each side of the line.
- Each lot is subject to a floating ten (10) foot wide by thirty (30) foot long guy wire easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, maintenance (including but not limited to removal of trees and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.

**REPLAT OF LOT 11,
BURNETT RANCH SECTION 1
ESTABLISHING LOTS 11A, 11B & 11C,
BURNETT RANCH SECTION 1
HAYS COUNTY, TEXAS**



PLAN 5768

SM-21-1116000
SMS-MC393-21

ENGINEER: _____ SURVEYOR: _____

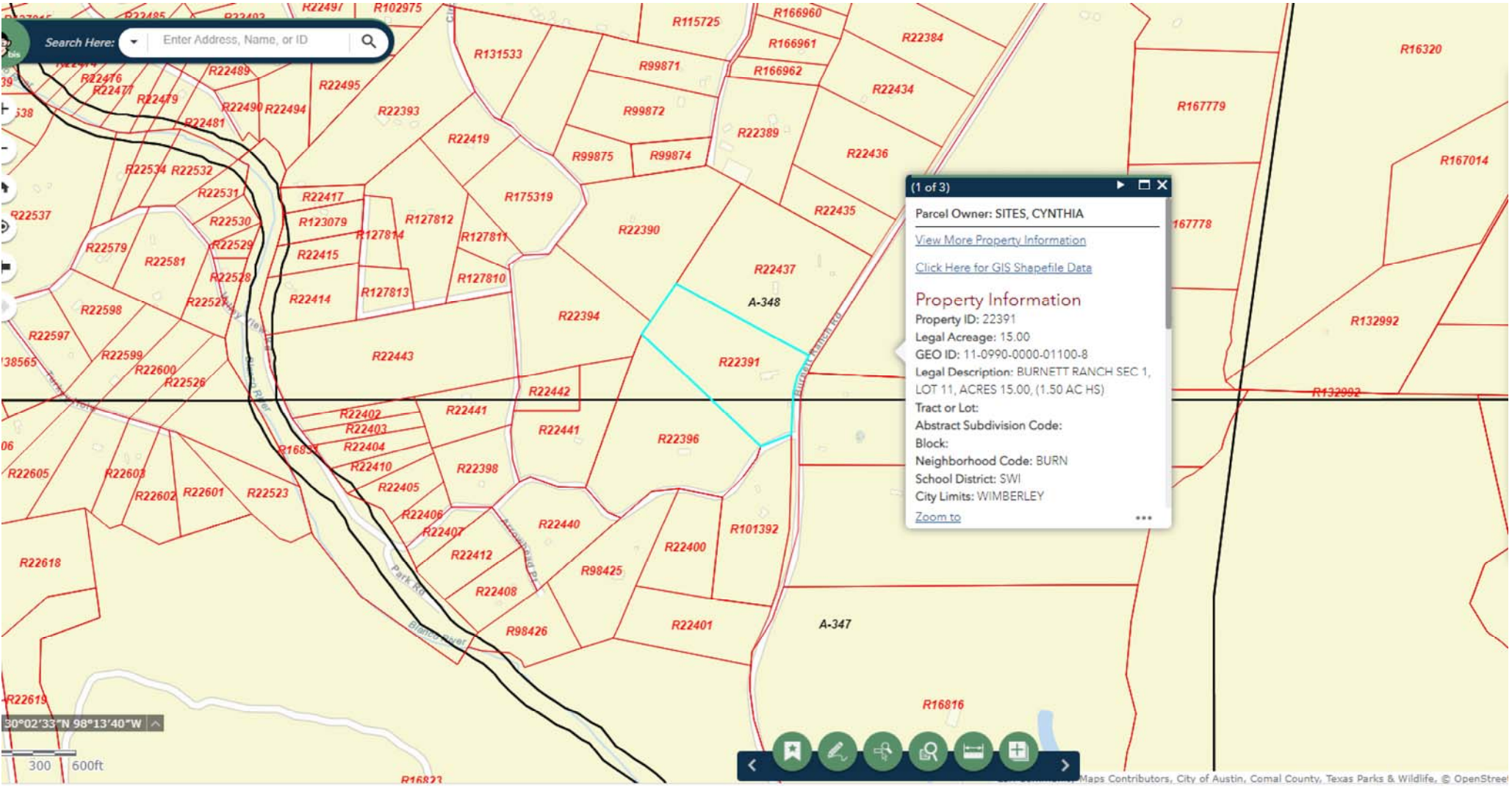
TRI-TECH
ENGINEERING & SURVEYING & PLANNING

155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

www.tritechtx.com

TBPLS REGISTRATION #10193729
TBPE REGISTRATION # F-18693

SHEET 2 of 2



Search Here: Enter Address, Name, or ID



(1 of 3)

Parcel Owner: SITES, CYNTHIA

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 22391

Legal Acreage: 15.00

GEO ID: 11-0990-0000-01100-8

Legal Description: BURNETT RANCH SEC 1,
LOT 11, ACRES 15.00, (1.50 AC HS)

Tract or Lot:

Abstract Subdivision Code:

Block:

Neighborhood Code: BURN

School District: SWI

City Limits: WIMBERLEY

[Zoom to](#)

30°02'33"N 98°13'40"W

300 600ft





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2003-NP; Rainbow Ranch, Lots 6A & 6B, Final. Discussion and possible action to approve the final plat. **SHELL/PACHECO**

Summary

Rainbow Ranch, Lots 6A and 6B is a proposed two (2) lot subdivision across 7.82 acres located off of South Rainbow Ranch Road in Wimberley and in the Precinct 3 Boundary.

Portions of the Rainbow Ranch Subdivision are recorded, where other areas, similar to this project, consist of the Unrecorded areas.

Access to Lot 6B will be achieved by a Joint Use Access Easement, to be maintained under a Joint Use Access Easement and Maintenance Agreement, pertaining to both lots as attached.

Water utility will be provided by individual wells and rainwater collection systems.

Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Final Plat

Joint Use Access Easement & Maintenance Agreement

Location Map

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, William E. Gnass Jr. and wife, Patricia M. Gnass, owners of that certain tract of land shown hereon being a called 7.82 acre tract of land and described in a deed recorded in Volume 2667, Page 252, Official Public Records of Hays County, Texas, also known as Tract 6A of Rainbow Ranch an unrecorded subdivision in Hays County Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of utility easements shown hereon. This subdivision is to be known as the LOT 6A & LOT 6B, RAINBOW RANCH, BEING 7.82 ACRES OUT OF THE JAMES LANSING SURVEY NO. 32, A-285, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____ A.D. 20__.

By: _____ By: _____
William E. Gnass Jr., Owner Patricia M. Gnass, Owner
600 S Rainbow Ranch Rd. 600 S Rainbow Ranch Rd.
Wimberley, Texas 78676 Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared William E. Gnass Jr. and wife, Patricia M. Gnass, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____ A.D. 20__.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____, A.D. 20____.

Ruben Becerra Elaine H. Cardenas
County Judge County Clerk
Hays County, Texas Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Gaasbeek, R.S., C.F.M. Date
Hays County Floodplain Administrator

Marcus Pacheco, Director Date
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D. 20____, at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____, A.D. 20____.

Elaine H. Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly found or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this ____ day of _____ A.D. 20____.

RELEASED FOR REVIEW 07/19/22

Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

Arthur Vasquez Torres Date
R.P.L.S. # 5737, State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0235 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this ____ day of _____ A.D. 20____.

RELEASED FOR REVIEW 07/19/22

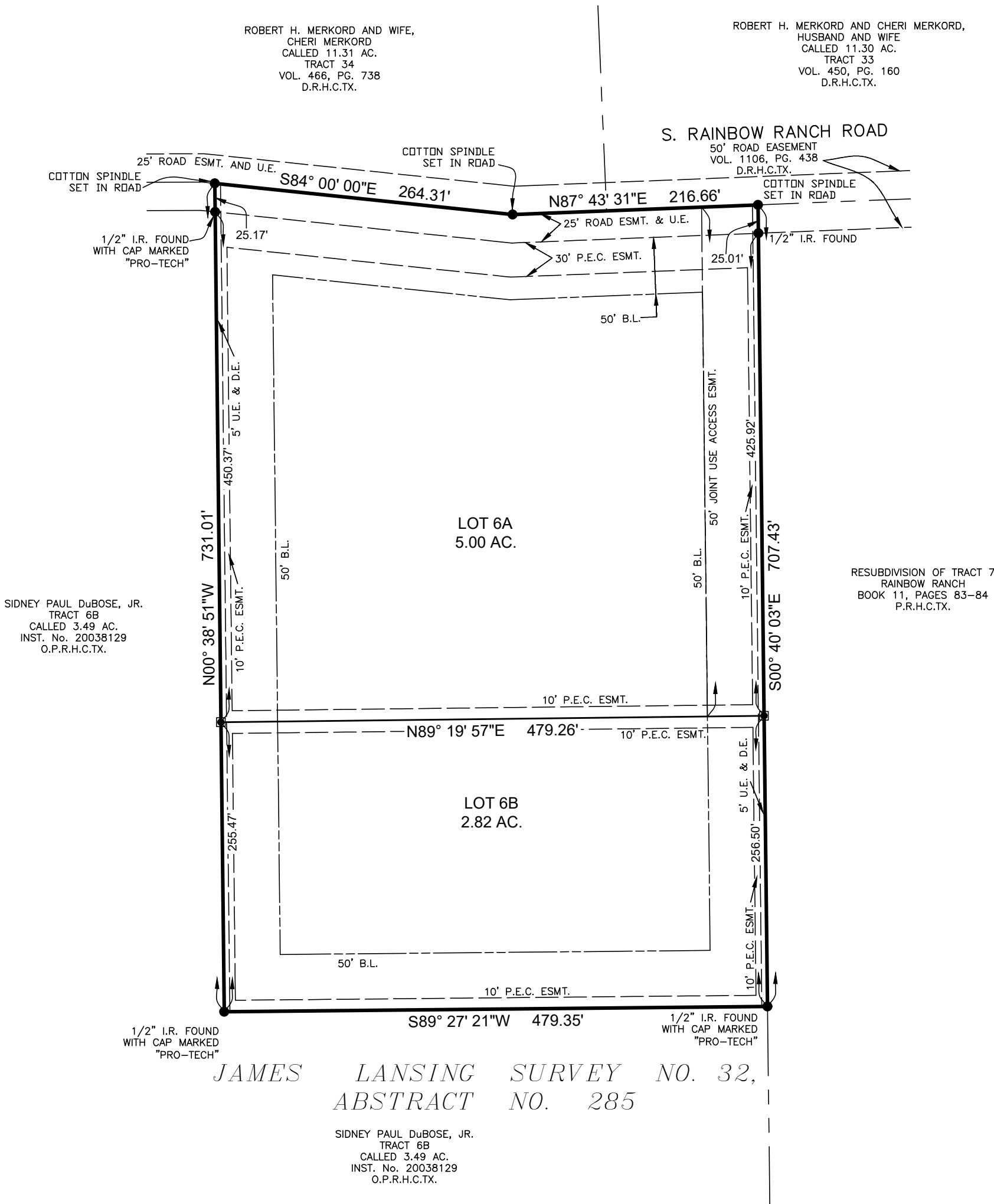
Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.

Al Carroll Date
Registered Professional Engineer, No. 119251
State of Texas

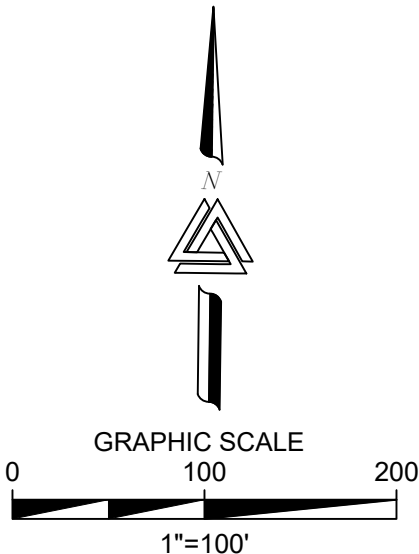
PLAN 5774

SM-22-1107000
SMS-MC372-21

**LOT 6A & LOT 6B,
RAINBOW RANCH
BEING 7.82 ACRES OUT OF THE
JAMES LANSING SURVEY NO. 32, A-285
(aka: TRACT 6A, RAINBOW RANCH UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS**

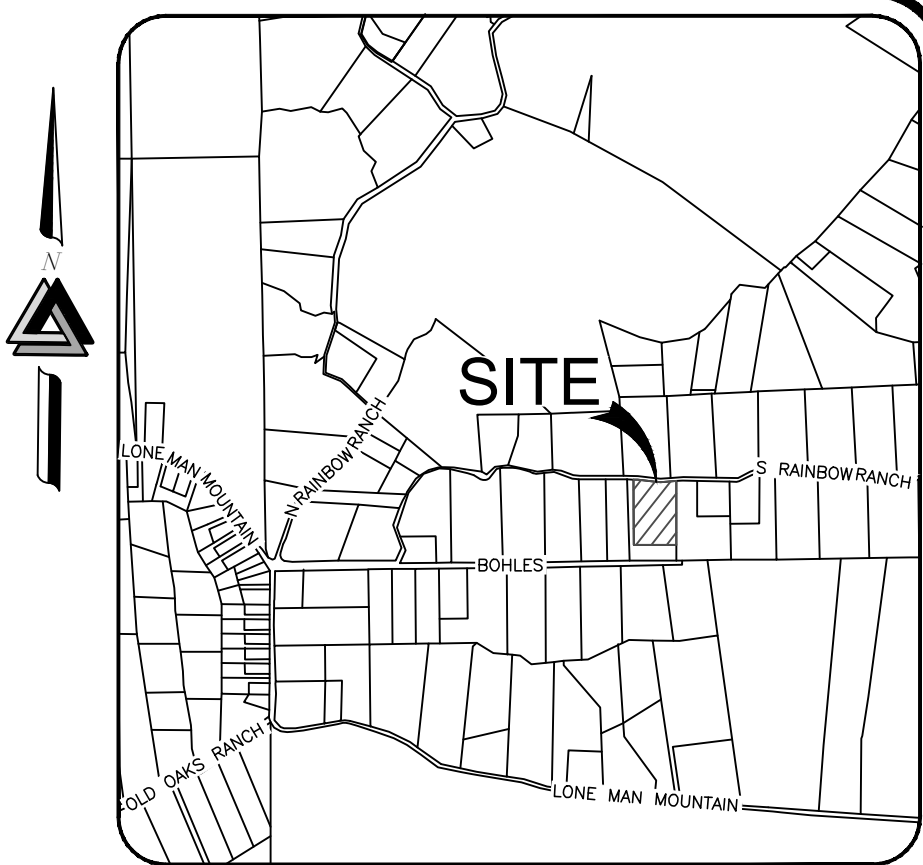


LEGEND			
■	IRON ROD W/ TRI-TECH CAP SET	ROW	RIGHT OF WAY
●	IRON ROD FOUND	OPRHCTX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
I.R.	IRON ROD	DRHCTX	DEED RECORDS OF HAYS COUNTY, TEXAS
FND	FOUND	RPRHCTX	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
U.E.	UTILITY EASEMENT		



PEDERNALES ELECTRIC COOPERATIVE NOTES

- Pedernales Electric Cooperative (PEC) is hereby dedicated a thirty (30) foot wide utility easement along all lot lines adjoining a public right-of-way and a ten (10) foot wide utility easement along all other front, side, or rear lot lines. Property within a public roadway easement shall be designated as a utility easement.
- All existing overhead and underground lines shall possess a twenty (20) foot wide utility easement centered 10' each side of the line.
- Each lot is subject to a floating ten (10) foot wide by thirty (30) foot long guy wire easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, maintenance (including but not limited to removal of trees and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.



**VICINITY MAP
ZIP CODE: 78676**

PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0235F, dated September 2, 2005.
- This subdivision contains 2 lots for a total of 7.82 acres.
Lots less than 2.00 acres: 0
Lots 2.00 to 5.00 acres: 2
Lots 5.00 to 10.00 acres: 0
- This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District #5
- Water supply for this subdivision will be provided by a private well and/or a rain water collection system.
- Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Frontier.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- 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.
- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
- Improvements exist on these lots which are not shown by this plat.
- Lots smaller than 5 acres which are served by a Joint Use Access Easement/Shared Access Driveway will be prohibited from further subdivision unless additional improved access is provided.
- All lots served by a Joint Use Access Easement/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 Joint Use Access Easement/Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
- The owners of the Single Family Residences obtaining access through the Joint Use Access Easement/Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- The maintenance agreement for the Joint Use Access Easement is recorded in Instrument No. _____
- All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

ENGINEER:

JULY 19, 2022

SURVEYOR:



TRI-TECH
ENGINEERING SURVEYING PLANNING

155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

www.tritechtx.com

TBPLS REGIS. #:10193729
TBPE REGIS. #: F-18693

SHEET 1 of 1

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

State of Texas
County of Hays

JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT

LEGAL DESCRIPTION:

Lot 6A & 6B, RAINBOW RANCH
BEING 7.82 ACRES OUT OF THE
JAMES LANSING SURVEY NO 32, A-285
(aka)TRACT 6A, RAINBOW RANCH UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS

Date: July 18th, 2022

Lot 6A Grantor/Owner: William E Gnass Jr. and Patricia M. Gnass

Mailing Address: 600 S Rainbow Ranch Road,
Hays County, Texas 78676

Lot 6B Owner: William E. Gnass Jr. and Patricia M. Gnass

Mailing Address: 600 S Rainbow Ranch Road
Wimberley, Hays County, Texas 78676

“Property”: (Means the following two (2) Property Tracts)

Lot 6A: Lot 6A, RAINBOW RANCH
BEING 4.93 ACRES OUT OF THE JAMES LANSING SURVEY NO 32, A-285
(aka) Tract 6A, RAINBOW RANCH UNRECORDED SUBDIVISION, HAYS
COUNTY, TEXAS

Lot 6B: Lot 6 B, RAINBOW RANCH
BEING 2.88 ACRES OUT OF THE JAMES LANSING SURVEY NO 32, A-285 as
described above “LEGAL DESCRIPTION”

Each owner declares that the Property must be held, sold, and conveyed subject to the following easements and restrictions to assure access to and from the Property for pedestrian and vehicular traffic.
“Owner” or “Owners” means the record owner, whether one or more persons or entities, his, her or its heirs, successors, and assigns, of any right, title, or interest in or to the Property or any part thereof.

1.01 “Effective Date” of this easement and agreement is the date the tract map creating Lot 6A and Lot 6B as described above is duly recorded in Hays County , Texas.

1.02 “Tract” or “Tracts” means the real property, or a part of the real property, defined above as “Property.”

1.03 “Access Tract” means the East 60’ of Lot A; (21,225 square feet of land ±) located along the eastern boundary of Lot A and described in metes and bounds and accompanying sketch attached and incorporated as **Exhibits A. and B.**

1.04 “Improvements” means all driveway; gate, curb, and gutter, if any; drainage, if any; and all other access related improvements installed within the Access Tract.

RESERVATION OF EASEMENTS

2.01 The Access Tract is reserved for the nonexclusive right for vehicular and pedestrian ingress and egress for the Owners of Lot 6A and lot 6B, and their respective heirs, successors, assigns, tenants, employees, and invitees:

- (1) to and from the adjacent right-of-way (South Rainbow Ranch Road, a private road).
- (2) across LOT 6A boundaries, between Tracts LOT 6A & LOT 6B; along the improved driveway constructed within the Access Tract.

RESERVATION OF EXCLUSIVE USE

2.02 Except for the area encompassing Improvements as defined in 1.03 above; Owner of Lot 6A reserves the right of exclusive use within the Access Tract.

3.01

EACH OWNER MAINTAINS

The Owners of the Single-Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining, the gate and any drainage structures associated with the driveway. The driveway must be always maintained in a condition that will permit unencumbered vehicular access by emergency vehicles.

3.02

EACH OWNER PAYS

Each Owner must pay fifty 50 (%) of all costs to repair and maintain the Improvements to the Access Road constructed in the easement and who shall be responsible for the maintenance of the Access Road. If costs to

repair any part of the Improvements exceed normal wear and tear costs, the Owner who caused the damage must pay all those repair costs. Each Owner agrees to mediate prior to initiating arbitration or litigation if each Owner does not agree on (1) the costs to repair or maintain any part of the Improvements (2) the repairs or maintenance that is needed for any part of the Improvements, or (3) the person who caused the extraordinary damage to any part of the Improvements. However, each Owner remains jointly and severally liable for the maintenance of the Access Road.

Each Owner will agree on a mutually acceptable mediator and will share the costs of mediation equally. Each right and obligation under this Section inure to each Owner and its respective heirs, successors, and assigns, including future owners of any part of the Property.

ENFORCEMENT

- 4.01 Any Owner may enforce, by any proceeding at law or in equity, including specific performance, the easements and restrictions imposed by this Joint Use Access Easement. Failure to enforce any easement or restriction created in this Joint Use Access Easement does not waive the future right to do so.

COMPLIANCE

- 5.01 Future Owners of the property described in Exhibits A and B shall comply with all applicable statutes, laws, rules, regulations, ordinances, and orders of any authority of competent jurisdiction.

BENEFIT

- 5.02 Benefit of Easement. This Easement shall be deemed to be perpetual in nature and run with the land and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

OBLIGATIONS TO RUN WITH THE LAND

- 6.01 The obligations of each Owner created in this Joint Use Access Easement run with the land defined as the Property.

SEVERABILITY

- 7.01 If any part, or the application of, this Joint Use Access Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Joint Use Access Easement are not affected thereby. All provisions of this Joint Use Access Easement are severable to maintain in full force and effect the remaining provisions of this Joint Use Access Easement.

NON-MERGER

- 8.01 This Joint Use Access Easement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

IN WITNESS WHEREOF the said Owners have executed this instrument this 15th day of July 2022

GRANTOR/OWNER LOT 6A ; Easement Granted and Agreed.

WILLIAM E GNASS JR AND PATRICIA M GNASS

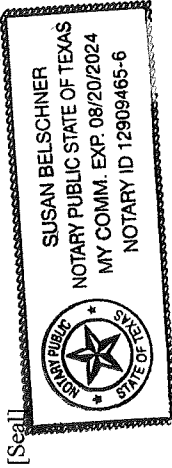
Name: William E. Gnass Jr
William E. Gnass Jr.
signature

Name: Patricia M. Gnass
Patricia M. Gnass
signature

STATE OF TEXAS §
 §
COUNTY OF HAYS §

Before me, the undersigned notary, on this day personally appeared
WILLIAM E. GNASS JR, PATRICIA M. GNASS of
WIMBERLEY, TEXAS, as OWNERS, known to
me through valid identification to be the person whose name is subscribed to the preceding instrument and
acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and
consideration expressed in the instrument.

Given under my hand and seal of office on July 18, 2022.



Notary Public, State of TEXAS

Susan Belschner

OWNER LOT 6B; Agreed and Accepted.

WILLIAM E GNASS JR AND PATRICIA M
GNASS

[Signature]
signature

Name: William E. Gnass Jr

[Signature]
signature

Name: Patricia M. Gnass

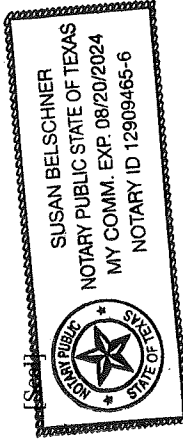
STATE OF TEXAS

§
§
§

COUNTY OF HAYS

Before me, the undersigned notary, on this day personally appeared
WILLIAM E. GNASS JR., PATRICIA M. GNASS of
WIMBERLY, TEXAS, as
OWNERS, known to me through valid identification to
be the person whose name is subscribed to the preceding instrument and acknowledged to
me that the person executed the instrument in the person's official capacity for the
purposes and consideration expressed in the instrument.

Given under my hand and seal of office on July 18, 2022.



[Signature]
Notary Public, State of TEXAS

EXHIBIT A

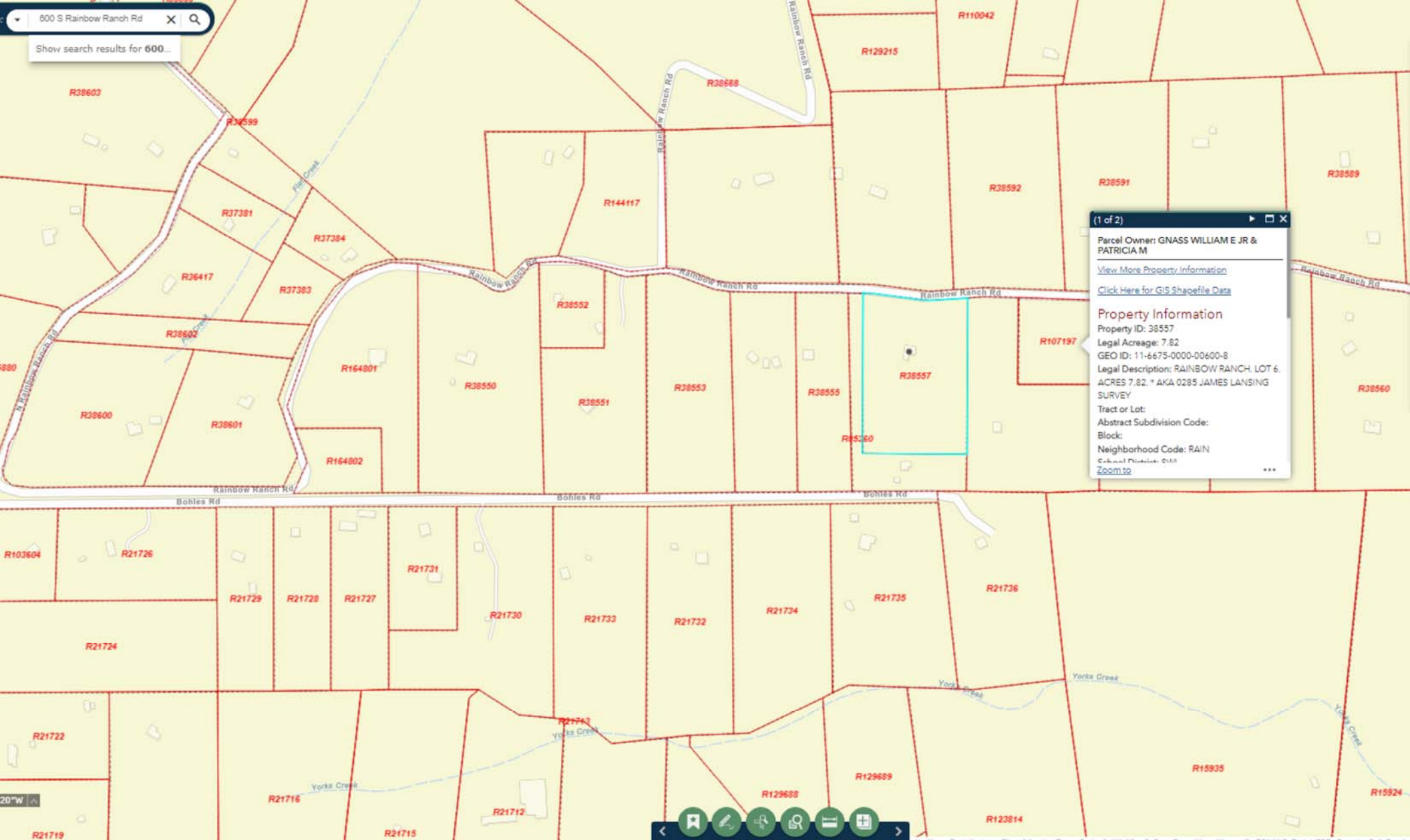
LEGAL DESCRIPTION

From a point which is $25' \pm$ South from the NE corner of Lot 6A, Thence West $50'$ to a point which is $25' \pm$ South of the Northern Boundary of Lot 6A thence South $425' \pm$ to a point on the Southern Boundary of Lot 6A which is $50'$ West of The South East Boundary of Lot 6A, thence East $50'$ to the SE Boundary of Lot 6A , thence North $425' \pm$ along the eastern boundary of Lot A to the Point of Beginning. (A rectangle $50'$ by $425' \pm$ along the eastern boundary of lot 6A to Lot 6B) as more fully depicted on copy of Plat Map which is attached hereto as Exhibit B.

EXHIBIT B
(ATTACH MAP)

PREPARED BY
William E Gnass Sr.
Title: Future Owner of Lot 6B

Show search results for 600...



(1 of 2)

Parcel Owner: GNASS WILLIAM E JR & PATRICIA M

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 38557

Legal Acreage: 7.82

GEO ID: 11-6675-0000-00600-8

Legal Description: RAINBOW RANCH, LOT 6, ACRES 7.82, * AKA 0285 JAMES LANSING SURVEY

Tract or Lot:

Abstract Subdivision Code:

Block:

Neighborhood Code: RAIN

Cadastral Division: C1A3

[Zoom to](#)



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1976-NP; Haydon Estates, Section 1. Discussion and possible action to approve the final plat. **SHELL/PACHECO**

Summary

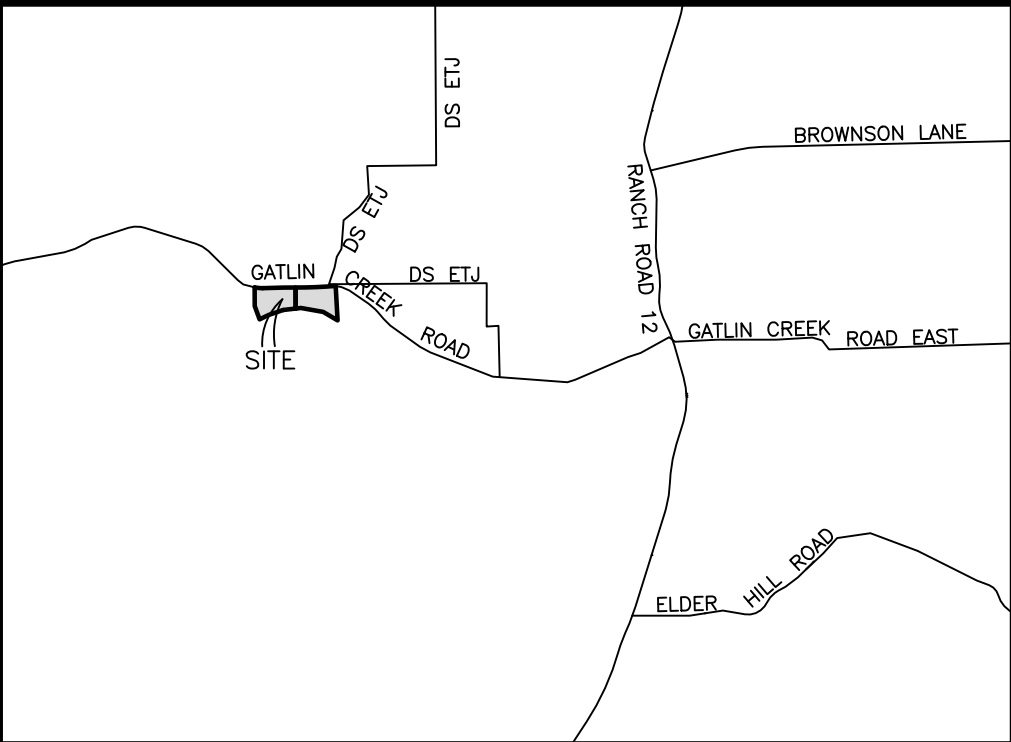
Haydon Estates, Section 1, is a proposed two (2) lot plat across 11.38 acres along Gatlin Creek Road in Dripping Springs and Precinct 3.

Water utility will be provided by individual on-site wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Final Plat

General Location Map



VICINITY MAP - 1"=3000'

SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0230F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITH HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
- THIS SUBDIVISION LIES WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OF FHWA DESIGN.
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, CHARLES W. HAYDON AND SHERRY G. HAYDON, OWNERS OF 5.69 ACRES IN THE L.M. GATLIN SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 12/22/1972, AND RECORDED IN VOLUME 255, PAGE 611 OF THE HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS HAYDON ESTATES, SECTION 1, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

CHARLES W. HAYDON, OWNER
601 GATLIN CREEK RD.
DRIPPING SPRINGS, TX
78620

SHERRY G. HAYDON, OWNER
601 GATLIN CREEK RD.
DRIPPING SPRINGS, TX.
78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES W. HAYDON AND SHERRY G. HAYDON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, LAURA H. RUSSELL AND JOHN L. RUSSELL, OWNERS OF 5.69 ACRES IN THE L.M. GATLIN SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 14/23/2003, AND RECORDED IN VOLUME 2203, PAGE 129 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND HAYS COUNTY INSTRUMENT NUMBER _____ OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS HAYDON ESTATES, SECTION 1, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

LAURA H. RUSSELL, OWNER
715 GATLIN CREEK RD.
DRIPPING SPRINGS, TX
78620

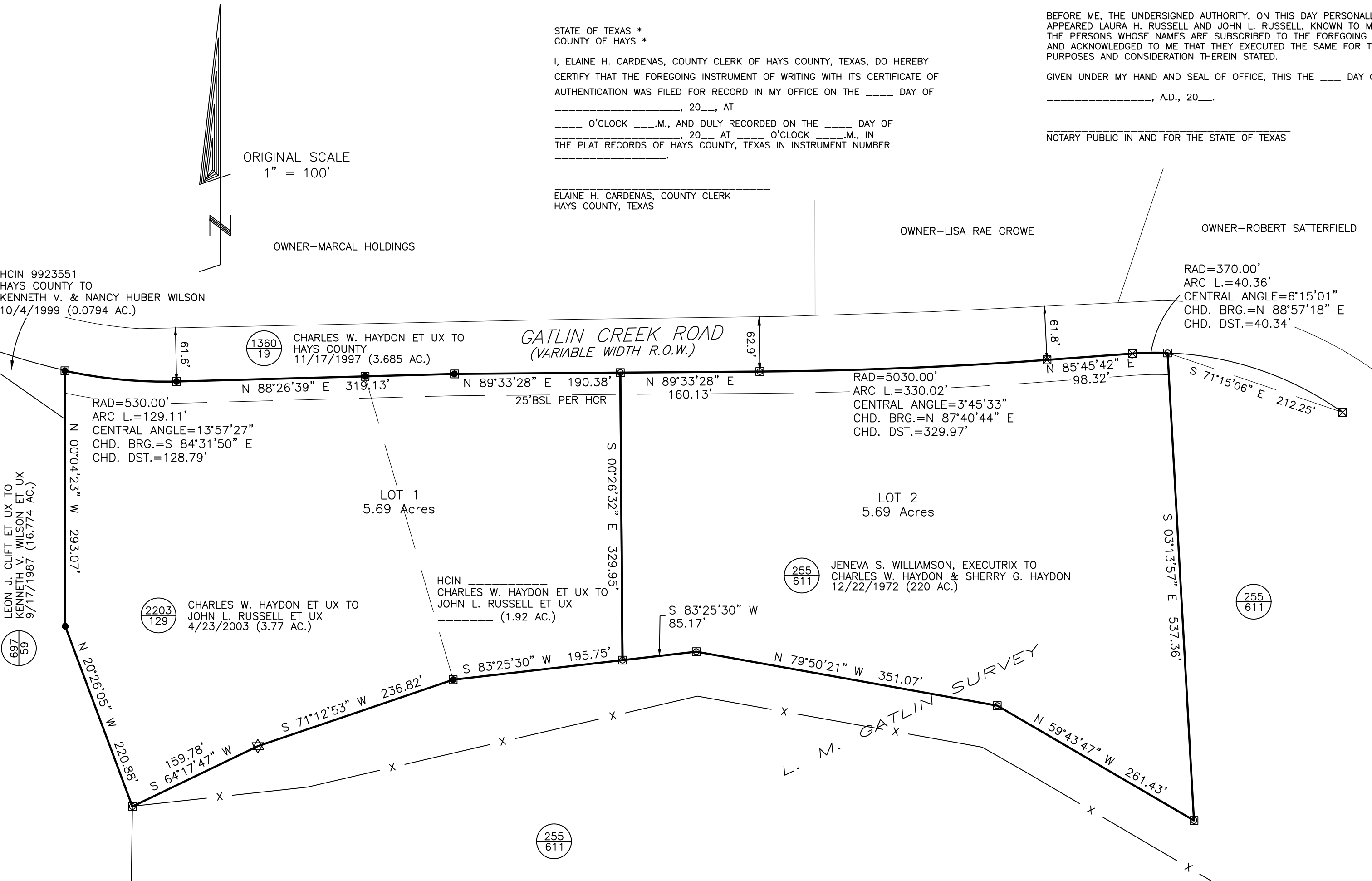
JOHN L. RUSSELL, OWNER
715 GATLIN CREEK RD.
DRIPPING SPRINGS, TX.
78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LAURA H. RUSSELL AND JOHN L. RUSSELL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

LEGEND

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.69 ACRES
2 LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL ON-SITE WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

CLIENT: HAYDON, CHARLIE
DATE: 10/15/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 796/7
PLAT NO. 27990-21-1-c

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 5/8" IRON ROD FOUND OR DIAMETER NOTED
- ALUMINUM MONUMENT STAMPED "HAYS COUNTY"
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- BUILDING SETBACK LINE
- COTTON SPINDLE FOUND
- IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUTD"
- BUILDING SETBACK LINE
- HAYS COUNTY REGULATIONS

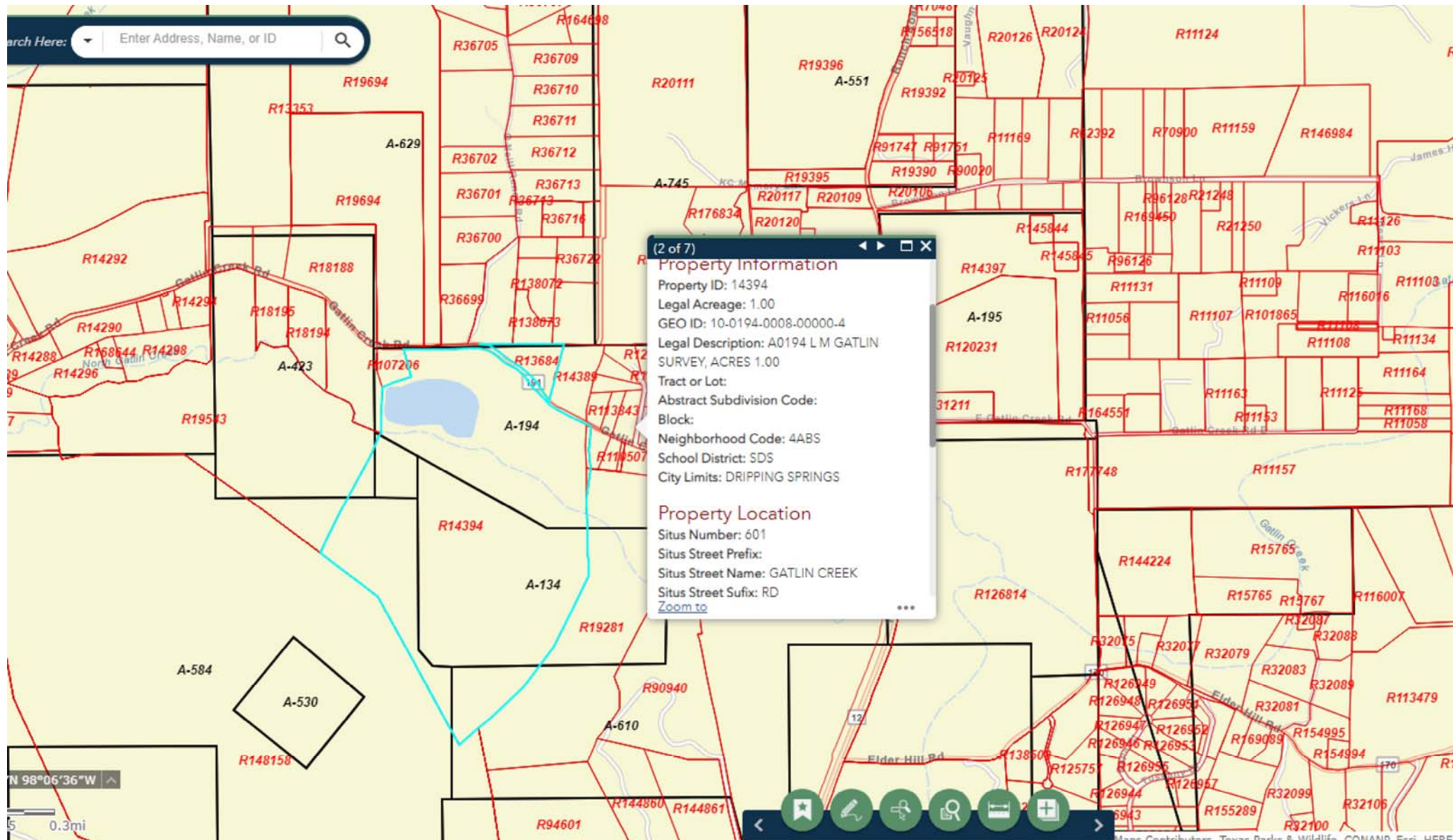
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF HAYDON ESTATES, SECTION 1
HAYS COUNTY, TEXAS





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1977-NP; Haydon Estates, Section 2. Discussion and possible action to approve the final plat. **SHELL/PACHECO**

Summary

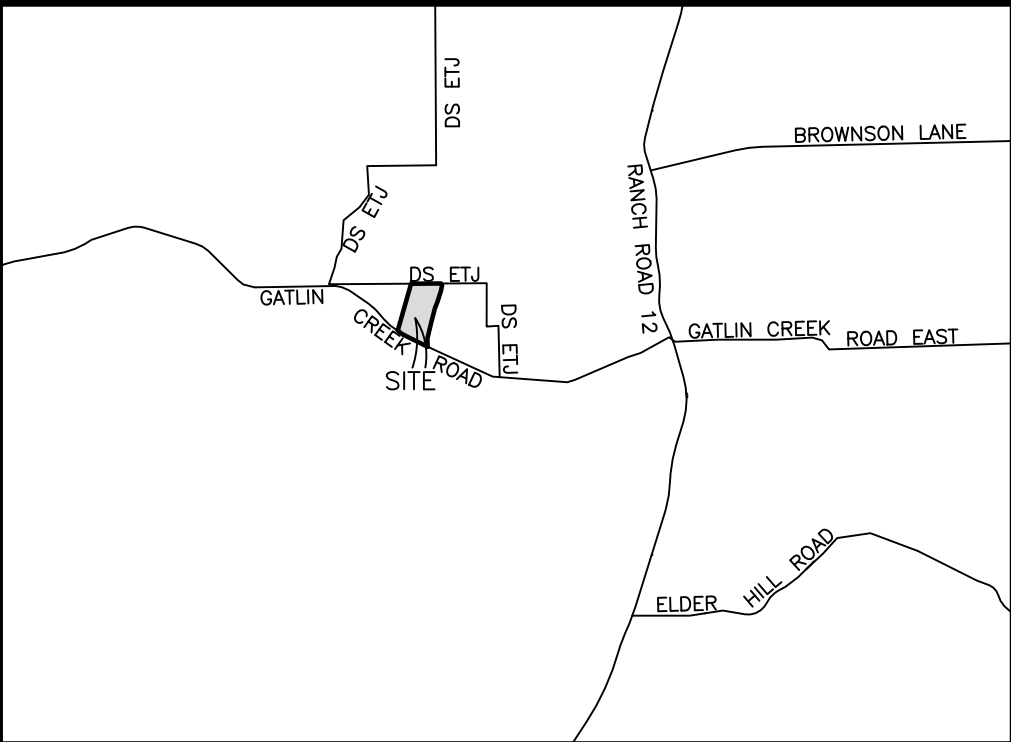
Haydon Estates, Section 2, is a proposed two (2) lot plat across 9.72 acres along Gatlin Creek Road in Dripping Springs and Precinct 3.

Water utility will be provided by individual on-site wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Final Plat

Location Map



VICINITY MAP - 1"=3000'

SURVEYORS NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0230F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION LIES WITH HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
9. THIS SUBDIVISION LIES WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
10. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
11. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OF FHWA DESIGN.
12. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
13. IF THE EXISTING OSSF ON LOT 2 EVER NEEDS REPAIR OR REPLACEMENT IT MAY ONLY BE REPLACED WITH AN ADVANCED OSSF.
14. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS FOLLOWING THE FILING OF THE PLAT.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, CHARLES W. HAYDON AND SHERRY G. HAYDON, OWNERS OF 9.72 ACRES IN THE L.M. GATLIN SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 1/10/2019, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 19001104 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS HAYDON ESTATES, SECTION 2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

CHARLES W. HAYDON, OWNER
601 GATLIN CREEK RD.
DRIPPING SPRINGS, TX
78620

SHERRY G. HAYDON, OWNER
601 GATLIN CREEK RD.
DRIPPING SPRINGS, TX.
78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES W. HAYDON AND SHERRY G. HAYDON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES

DATE

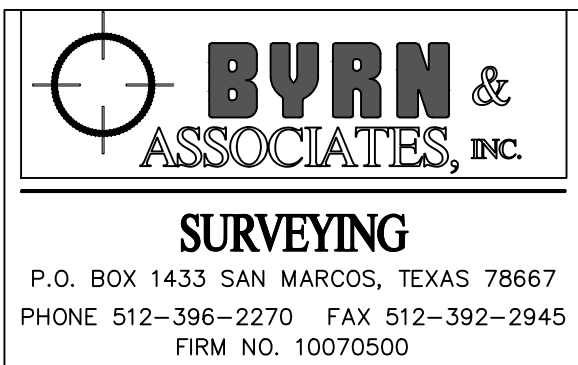
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

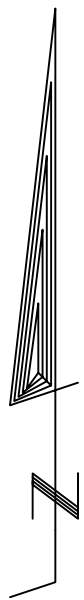
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307



PLAT OF HAYDON ESTATES, SECTION 2 HAYS COUNTY, TEXAS



ORIGINAL SCALE
1" = 100'

255
611

JENEVA S. WILLIAMSON, EXECUTRIX TO
CHARLES W. HAYDON & SHERRY G. HAYDON
12/22/1972 (220 AC.)

HCIN 18005156
GRAFTON STREET REALTY, LLC TO
JESSE LIND & MEGHAN LIND
2/9/2018 (10.00 AC.)

DINAH E. LEONARD ET VIR TO
GARY HUBNER ET UX
5/29/1992 (32.83 AC.)

929
602

SOUTHWEST
FACE 20'LO
S 30°23'16" E
29.93'
WEST FACE
17'LO

S 89°33'31" E
82.66'

S 10°18'11" W
86.47'

S 185°31'
17°56'44" W

23'LO

S 22°04'56" W
104.74'

S 193°55'
14°29'33" W

S 74°00'43" E
269.36'

S 14°01'09" W
56.03'

S 13°17'56" W
237.04'

S 00°51'37" E
130.68'

S 63°46'32" W
262.87'

N 63°46'32" W
262.87'

N 15°59'17" E
755.80'

N 89°28'43" E
385.24'

N 15°59'17" E
755.80'

N 63°46'32" W
262.87'

N 15°59'17" E
755.80'

N 89°28'43" E
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385.24'

N 15°59'17" E
755.80'

N 63°46'32" W
262.87'

LEGEND

VOL
PG

HAYS COUNTY DEED, REAL PROPERTY
OR OFFICIAL PUBLIC RECORDS

VOL
PG

HAYS COUNTY
PLAT RECORDS

1/2"

IRON ROD SET WITH PLASTIC
CAP STAMPED "BYRN SURVEY"

1/2"

IRON ROD FOUND
OR DIAMETER NOTED

ALUMINUM

MONUMENT STAMPED
"HAYS COUNTY"

WIRE FENCE

UTILITY LINE, POLE AND GUY

BSL

BUILDING SETBACK LINE

IRON ROD FOUND WITH PLASTIC
CAP

LIVE OAK

CR

COUNTY REGULATIONS

DRIVEWAY PERMIT STATEMENT:

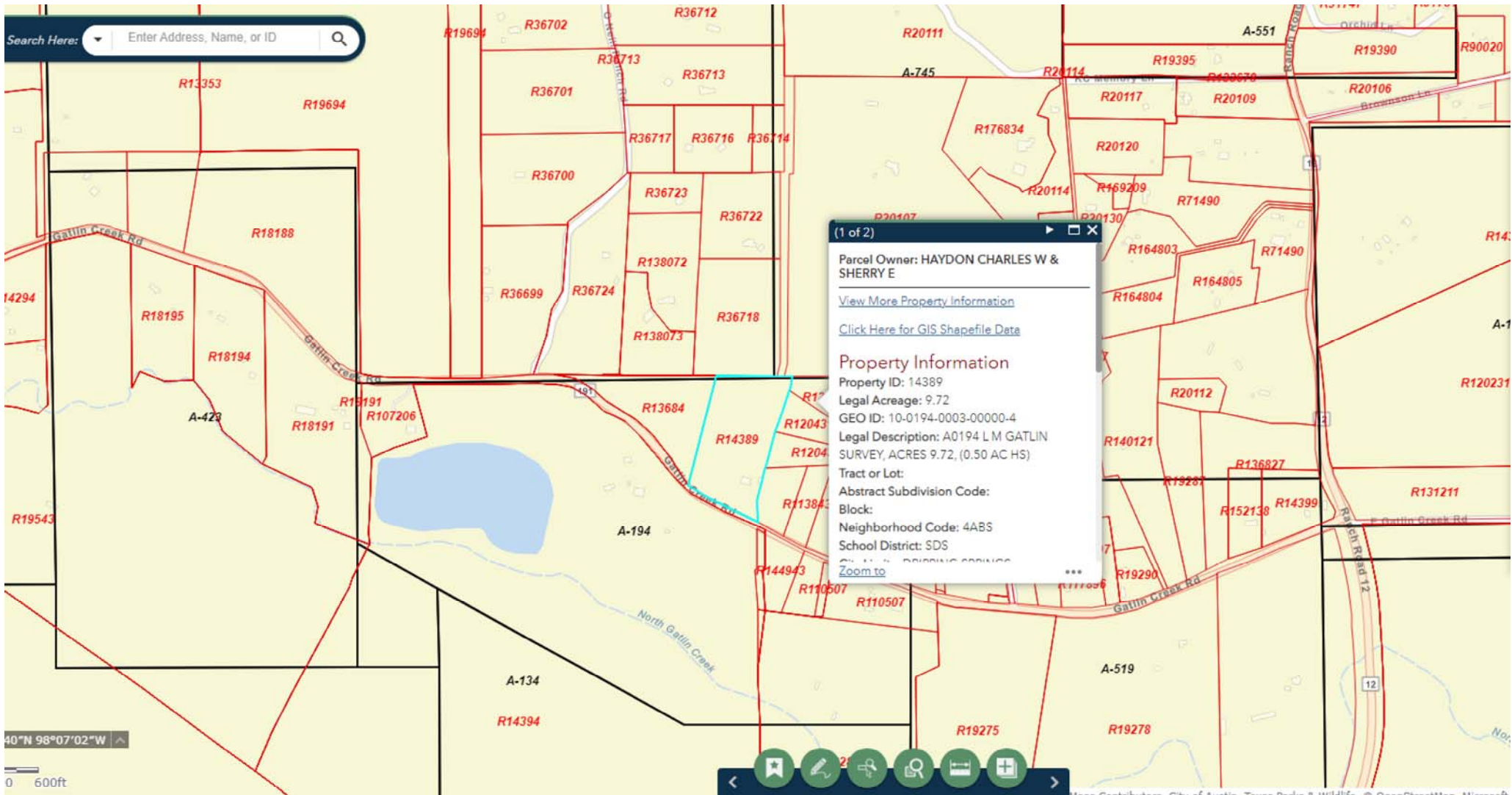
IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A PERMIT FOR THE USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

LOT SIZE CATEGORIES

TOTAL AREA = 9.72 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 4.86 ACRES
1 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
1 LOT LARGER THAN 2.0 ACRES AND SMALLER THAN 5 ACRES

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL ON-SITE WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

CLIENT: HAYDON, CHARLIE
DATE: 10/15/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 796/7
PLAT NO. 27990-21-2-c





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1949-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Glenn H. Kothmann Properties Subdivision, Lot 39, Replat. **SHELL/PACHECO**

Summary

Glenn H. Kothmann Properties Subdivision is a recorded subdivision located off of Windy Hills Road in Dripping Springs and in Precinct 3.

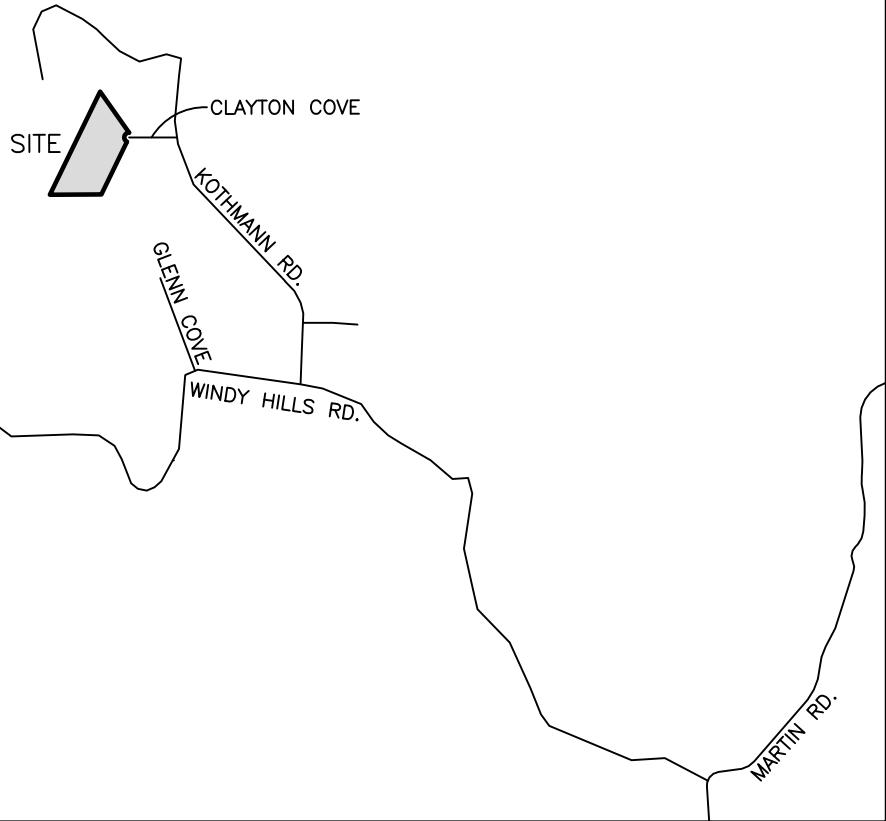
The proposed replat will divide the existing Lot 39, consisting of 10.32 acres, into two (2) lots: 39A and 39B.

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

Attachments

Plat

Location Map



VICINITY MAP — 1"=2000'

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.

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

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

LEGEND

- ☐ VOL HAYS COUNTY
PG PLAT RECORDS
- ☒ 1/2" IRON ROD SET WITH PLASTIC
CAP STAMPED "BYRN SURVEY"
- ☐ 1/2" IRON ROD FOUND
OR DIAMETER NOTED
- ☒ IRON ROD FOUND WITH PLASTIC
CAP STAMPED "RPLS 3994"
- ☒ IRON ROD FOUND WITH PLASTIC
CAP STAMPED "EAGLE"
- BSL BUILDING SETBACK LINE
CR COUNTY REGULATIONS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	74°03'13"	64.62'	N 26°49'53" W	60.22'
C2	50.00'	79°36'29"	69.47'	N 49°59'58" E	64.02'
C3	50.00'	153°39'41"	134.09'	N 12°58'21" E	97.37'

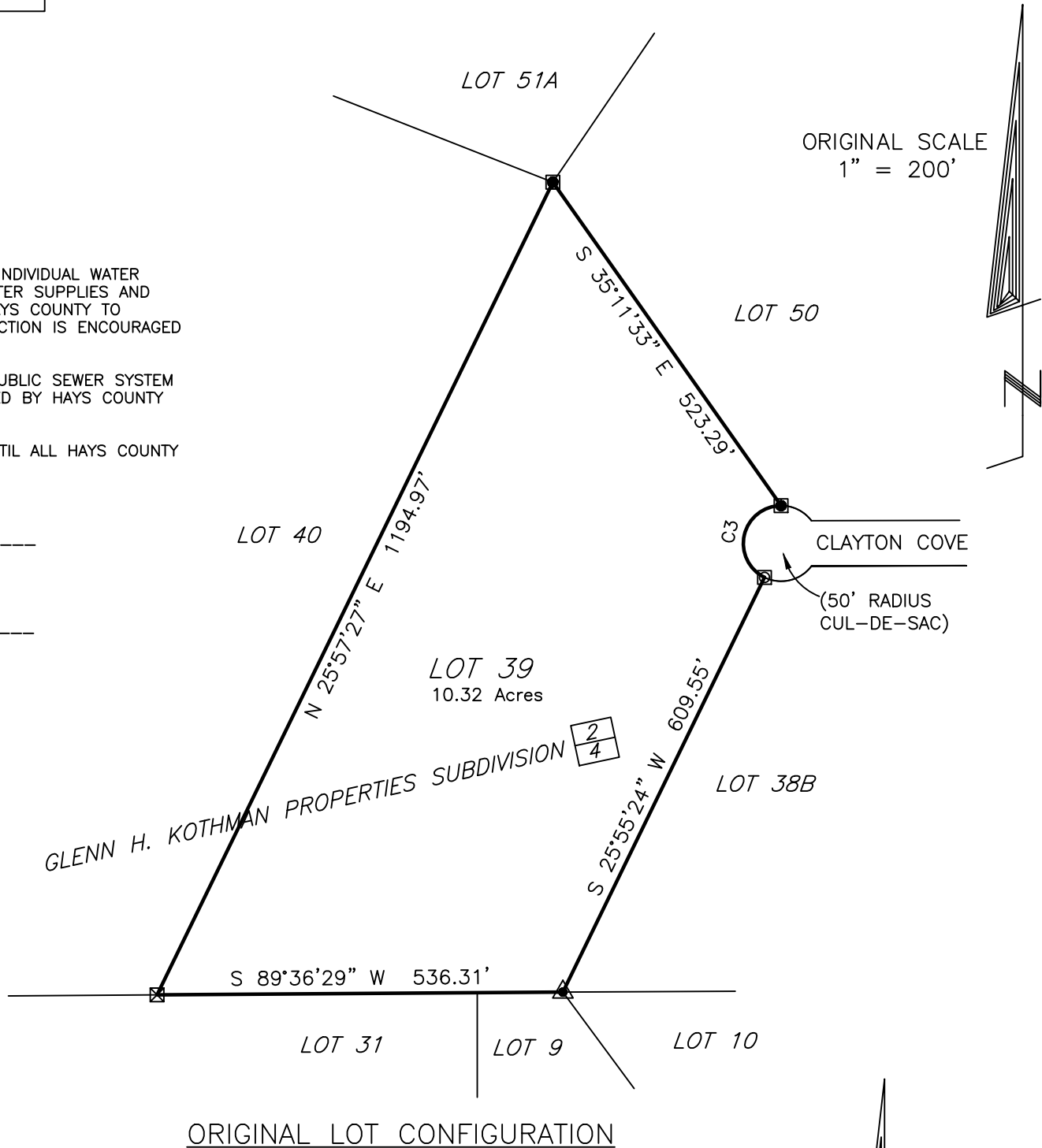
UTILITIES:
ELECTRIC— PEDERNALES ELECTRIC COOP.
WATER— INDIVIDUAL WELLS
SEWER— INDIVIDUAL ON-SITE SEWAGE FACILITIES

LOT SIZE CATEGORIES

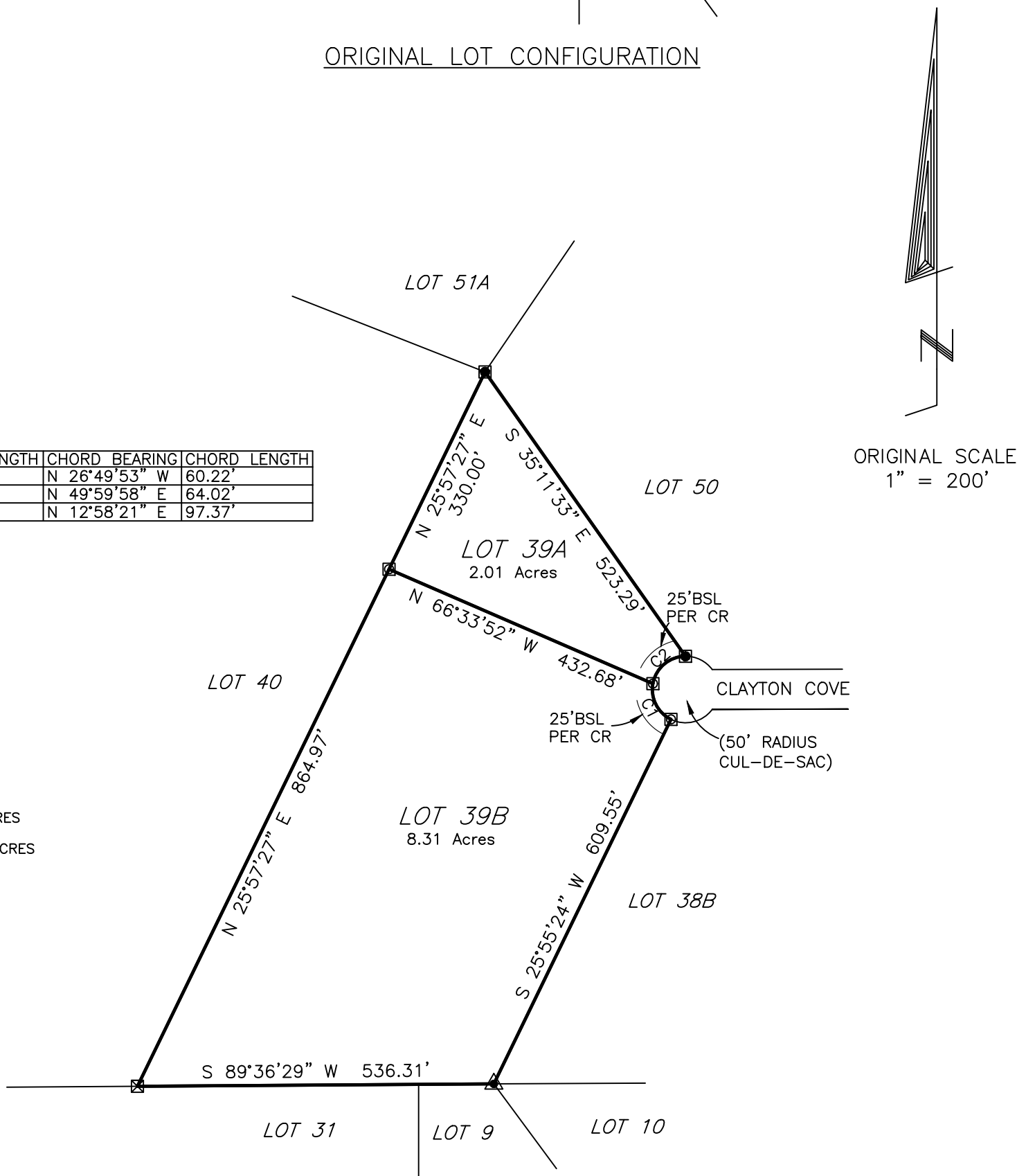
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.16 ACRES
1 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
1 LOT 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOT LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0100F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE OR THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN ANY CITIES INCORPORATED CITY LIMITS OR EXTRATERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF HAYS COUNTY ESD NUMBERS 1 AND 6.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.
- MAILBOXES PLACED WITHIN THE RIGHT OF WAY, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.



ORIGINAL LOT CONFIGURATION



REPLAT

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MONTE M. MITCHELL AND CARLEY D. MITCHELL, OWNERS OF LOT 39, GLENN H. KOTHMANN PROPERTIES SUBDIVISION, AS CONVEYED TO US BY DEED DATED DECEMBER 11, 2018, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 18043191 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 39, GLENN H. KOTHMANN PROPERTIES SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

MONTE M. MITCHELL
P.O. BOX 1441
DRIPPING SPRINGS, TX.
78620

CARLEY D. MITCHELL
P.O. BOX 1441
DRIPPING SPRINGS, TX.
78620

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MONTE M. MITCHELL AND CARLEY D. MITCHELL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN

BOOK_____, PAGE_____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN HAYS COUNTY INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

CLIENT: MITCHELL, MONTE
DATE: 7/20/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 782/72
PLAT NO. 27949-21-c

REPLAT OF LOT 39, GLENN H. KOTHMANN
PROPERTIES SUBDIVISION,
HAYS COUNTY, TEXAS



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Shari Miller

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion on status of salary study and approval of Management Advisory Group International, Inc. recommendations for salary study target markets. **INGALSBE/MILLER**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to renew coverage with United Healthcare for Health and Dental Employee and Retiree Insurance. **INGALSBE/SHELL/MILLER**

Summary

"The Hays County contract with United Healthcare for Health and Dental Employee and Retiree Insurance is expiring 12/31/2022. Requesting consideration and authorization to renew coverage with United Healthcare for one additional year (2023) with an additional one year option for 2024."



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources and amend the budget accordingly. **INGALSBIE/SHELL**

Summary:

Fiscal Impact:

Amount Requested: \$1,187,219

Line Item Number: 011-763-99-167.5448

Budget Office:

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: YES

Comments: N/A

Budget Amendment:

\$1,187,219 - Increase Contract Services 011-763-99-167.5448

(\$1,187,219) - Decrease General Misc. 011-763-99-153.5391

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Contract Services

New Revenue Y/N?: N/A

Comments: Potential contract edits sent to General Counsel

Attachments

United Way Funding Agreement

Exhibit A - ACT Budget

Exhibit B - Supplemental Conditions

Exhibit C - Sample Expenditure

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH UNITED WAY FOR GREATER AUSTIN**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the **United Way for Greater Austin** (the "Agency"), a non-profit corporation, located at 2000 East MLK Jr. Blvd. Austin, TX 78702.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of health care services for Hays County residents affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures"). All participants in the breast cancer treatment program will be Hays County residents.
- 1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$1,187,219.00 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County

the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$1,187,219 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027)

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
 - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
 - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
 - b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Agency may mutually agree to revise said budget from time to time in accordance with

existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21, 2021, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
- b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states Professional Medical Services, Administration, Insurance Premiums and Outreach cost expended and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of the General Ledger that will show Professional Medical Services, Outreach, Insurance Premiums and Administrative costs paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured. Maintenance of and Access to Records
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 4.7 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

- 4.8 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.9 Cost Sharing Cost sharing or matching funds are not required to be provided by Recipient.
- 4.10 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.11 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4.12 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

4.13 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

4.14 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.15 Publications, Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.16 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury

Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.17 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.18 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.19 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 4.20 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

- 5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

and

County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Agency:

United Way for Greater Austin
2000 East MLK Jr. Blvd.
Austin, TX 78702
Attention: Chief Executive Officer

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By: _____
Ruben Becerra
Hays County Judge

_____ Date

ATTEST:

By: _____
Elaine H. Cardenas MBA PhD

_____ Date

UNITED WAY for Greater Austin

By: _____
David C. Smith
CEO

_____ Date

ACT Budget For Hays County*

Outreach	2-year Total
Total Target Population	3,551
Outreach	\$52,934
Screening Mammogram	2-year Total
Total # Women Screened	2486
Total # Women Newly Screened	1066
# Women Funded by ACT for Screening Mammogram	870
ACT Screening Mammogram Funding	\$120,929
Diagnostics	2-year Total
Total # Women Requiring Diagnostics	448
# Women Funded by ACT for Diagnostic Services	157
ACT Diagnostics Services Funding	\$33,199
Treatment & Insurance	2-year Total
# Women Diagnosed with Cancer	28
# Women Funded by ACT	16
ACT Treatment & Insurance Funding	\$861,436
Administration	2-year Total
Administration	\$118,721
Total Budget for Hays County	\$1,187,219

***Note 1:** Cost categories are preliminary estimates and will be adjusted no later than annually, based on actual patient care data.

***Note 2:** Current projections provided by Dell Medical School studies are based on women qualifying at income $\leq 200\%$ of federal poverty level (FPL). However, during the pilot project we have established significant need between 200% and 250% of FPL, and so Williamson County has allowed for funding to be used up to 250% FPL and we hope to adjust that target regionwide. While projections were baselined on 200% FPL, we plan to serve women up to 250% FPL and determine how that might adjust programmatic needs going forward.

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of [INSERT DATE] [AS AMENDED], by and between the Agency] and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Contractor shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Contractor shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. 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 U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Contractor shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the County,

Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Contractor will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification 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 the Byrd Anti-Lobbying Amendment (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.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Contractor records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Contractor with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

- A. If the County shares its right to copyright such work with the Contractor, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Contractor, sub-Contractor, or a contractor purchases ownership with ARPA funding support provided by the County under the Agreement.
- B. The Contractor shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Contractor and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:

1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Contractor and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.
- D. The Contractor and/or applicable subcontractor’s attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Contractor and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall comply with and must include in each non-exempt subcontract the following 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":

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Contractor shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action

to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so

that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C

SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2022**

Invoice Number: **01**

Agency: **United Way for Greater Austin**

Program: ACT

Agency contact: Janie Simmank

815-531-5564

Current contract term: TBD

E-mail: Janie.Simmank@uwatx.org

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	\$0.00	\$0.00	\$0.00	\$0.00
2	Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
8	SUBTOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
	OPERATIONS				
9	Professional Services - Medical	\$721,089.10	\$0.00	\$0.00	\$721,089.10
10	Insurance Premiums - access treatment	\$294,474.00	\$0.00	\$0.00	\$294,474.00
11	Outreach	\$52,934.00	\$0.00	\$0.00	\$52,934.00
12		\$0.00	\$0.00	\$0.00	\$0.00
13		\$0.00	\$0.00	\$0.00	\$0.00
14		\$0.00	\$0.00	\$0.00	\$0.00
15		\$0.00	\$0.00	\$0.00	\$0.00
16		\$0.00	\$0.00	\$0.00	\$0.00
17		\$0.00	\$0.00	\$0.00	\$0.00
18		\$0.00	\$0.00	\$0.00	\$0.00
19		\$0.00	\$0.00	\$0.00	\$0.00
20		\$0.00	\$0.00	\$0.00	\$0.00
21		\$0.00	\$0.00	\$0.00	\$0.00
22		\$0.00	\$0.00	\$0.00	\$0.00
23		\$0.00	\$0.00	\$0.00	\$0.00
24		\$0.00	\$0.00	\$0.00	\$0.00
25	SUBTOTAL OPERATIONS	\$1,068,497.10	\$0.00	\$0.00	\$1,068,497.10
26	Personnel and Operations Subtotal	\$1,068,497.10	\$0.00	\$0.00	\$1,068,497.10
	INDIRECT COST				
31	Administration - 10% de minimus	\$118,721.90	\$0.00	\$0.00	\$106,849.71
32	SUBTOTAL Indirect Cost	\$118,721.90	\$0.00	\$0.00	\$106,849.71
33	PAYMENT REQUEST				
35	TOTALS	\$1,187,219.00	\$0.00	\$0.00	\$1,175,346.81

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the execution of an agreement with HDR Architecture, Inc. related to a long-term space needs assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**

Summary:

Dripping Springs Precinct 4 must evaluate the growth needs for its offices and assess how much of the Hays County departmental spaces/operations should be collocated along with the newly planned administration facility that the City of Dripping Springs is planning. HDR will begin by interviewing/meeting with selected County staff in order to determine our current needs, anticipated needs 3-5 years from now, and what future growth needs to be planned for in the next 15 years.

Fiscal Impact:

Amount Requested: \$34,460.00

Line Item Number: TBD

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: NO

Comments: Potential funding source, County Wide capital improvements 001-645-00.5741.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for professional services.

G/L Account Validated Y/N?: To Be Determined.

New Revenue Y/N?: N/A

Comments:

Attachments

PSA - Pct 4

Exhibit A & B

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **HDR Architecture, Inc.** (hereinafter “Contractor”), whose primary place of business is located at 8750 N. Central Expressway, Suite 100, Dallas, Texas 75231-6431, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 2nd day of August, 2022 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Develop a space needs assessment plan for the Hays County Precinct 4 office in Dripping Springs at different planning horizons (immediate needs, short term, 5 years and long term, 15 years). HDR will interview departments, gather space projections and develop conceptual plan solutions and then provide a high-level cost estimate for initial building program.

2. SERVICES

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

3. ADDITIONAL TERMS

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

4. DURATION

The parties agree that the Work for each as-needed project shall be completed on a timeline that is agreed upon in advance of project commencement by the Parties (hereinafter the “Completion Date”). In the event Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor’s rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractor’s rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the

County shall pay Contractor a total fee not to exceed Thirty-Four Thousand Four Hundred Sixty dollars (\$34,460 USD) for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: General Counsel, 111 E. San Antonio, Suite 202 San Marcos, Texas 78666; <mark.kennedy@co.hays.tx.us>.

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

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

9. INSURANCE

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

10. MUTUAL INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

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

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

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

23. TERMINATION BY COUNTY

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

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

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

Hays County, Texas

By: Ruben Becerra

Hays County Judge

HDR Architecture, Inc.

By: _____

Title

ATTEST: _____
Elaine Cardenas, MBA, PhD
Hays County Clerk

EXHIBIT A & B

Scope of Work & Fee Schedule

(See attached document)

-- EXHIBIT "C" --

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

A. The Hays County Commissioners Court, by authorizing execution of this Professional Services Agreement, grants an exemption from the requirements of §262.023 of the Texas Local Government Code (TLGC), as provided by TLGC §262.024(a)(4).

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____



July 22, 2022

Hays County
Mr. Walt Smith, Commissioner Pct. 4
195 Roger Hanks Parkway
Dripping Springs, Texas 78620

Re: Scope of Services – Space Needs Assessment

Dear Commissioner Smith,

On April 5, 2022 at Pct. 4 offices in Dripping Springs, it was discussed to validate how much County departmental spaces/operations should be collocated along with a newly planned administration facility that the City of Dripping Springs is planning. HDR is pleased to submit our proposal to assist Hays County in determining how many staff members and how much square footage of spaces would be required.

Our **Scope of Services** is based upon the following tasks:

1.1 Task One _ Needs Assessment (2 weeks/\$12,140)

Data Collection/Programming Questionnaire/Staff Interviews

- a. Work with County Staff to determine Key Stakeholders for this project.
- b. Prepare (app. 6 page) questionnaire to be completed by selected County Staff.
- c. Selected County Departments to be included in Needs Assessment are:
Veterans Affairs, Development Services, Health Services, Countywide Operations, Sheriff's Office, Justice of Peace Pct. 4, County Clerk, Tax Office, Elections, and IT.
- d. Determine which County Departments need to be collocated in the City of Dripping Springs facility and what spaces could be shared.
- e. Upon receipt of the completed questionnaires, HDR will conduct interviews/meetings with selected County staff.
- f. During department interviews, share with staff varying space standards for; office, workstation and conference room spaces.
- g. The space program will develop three (3) columns of spaces/room sizes; what are **Current** space(s), what space is needed **Today**/next 3-5 years, and what **Future** growth shall be planned for the next 15 years.
- h. Meet with County staff in Dripping Springs and San Marcos at the following facilities; Precinct 4 Office (195 Roger Hanks Parkway), Hays County Courthouse (111 E San Antonio St.), and Hays County Government Center (712 S Stagecoach Trail).
- i. Will verify room layouts/personnel/staffing counts and seating configurations with owner provided As-Builts
- j. Following the interviews, we will begin to prepare a space program for required spaces that could be collocated with the City of Dripping Springs facility.

1.2 Task Two _ Program Validation (2 weeks/\$12,720)

Develop Space Program

- a. Enter data collected from interviews, into spreadsheet.
- b. Meet to review space spreadsheet / info / needs that was obtained from Staff
- c. Investigate, evaluate, and discuss a range of options before making critical decisions that will impact the design
- d. Review department(s); Organizational Chart
- e. Identify and evaluate opportunities to improve operational efficiency
- f. Review requirements for offices, workstations, storage, or other support functions
- g. Review administrative activities and requirements
- h. Discuss site and building security requirements: public access / security access points / staff access
- i. Discuss/Review existing operational philosophy and policies, procedures, and techniques
- j. Review contracted activities and requirements
- k. Review communications (voice and data) and IT requirements
- l. Discuss relationships and required adjacencies between departments/functional areas
- m. Review current and projected staffing plans
- n. Identify parking counts/requirements for County vehicles, employees, visitors, and delivery vehicles

1.3 Task Three _ Space Assessment (2 weeks/\$9,600)

Develop Alternative Layouts

- a. Once it is determined how much space will become available in the future at Dripping Springs and San Marcos in the following facilities; Precinct 4 Office (195 Roger Hanks Parkway), Hays County Courthouse (111 E San Antonio St.), and Hays County Government Center (712 S Stagecoach Trail), HDR will create layouts of those specific areas to determine the best use moving forward.
- b. Receive input from staff on how they see these available spaces/areas being used by the County or Community in the future
- c. Provide up to two layouts for each of the areas at the three County facilities.
- d. Meet with County staff to review space layouts.

Schedule

Task One _ Needs Assessment	2 Weeks
Task Two _ Program Validation	2 Weeks
Task Three _ Space Assessment/Layouts	2 Weeks

Fee Summary

We propose to complete the above Tasks by late September 2022/approximately 7 weeks from NTP, for a lump sum of **\$34,460.00** (excluding mileage costs).

Invoices

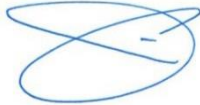
HDR will submit monthly invoices for all work completed to invoice date. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced as per attached hourly rate sheet at direct cost, plus 10%. Additional Services shall only be performed when directed by County to HDR. Mileage will be charged at prevailing IRS rates.

County Provided Items

County to provide; access to facilities and existing drawings/floor plans of facilities. No as-built drawings are to be created by HDR.

We appreciate the opportunity to perform these services for Hays County. Please call me at 832.316.5241 shall you have any questions regarding these scope of services.

Sincerely,
HDR Architecture, Inc.



Chris Casey, AIA, LEED AP
Civic Principal / Architect

cc: file

Approved:

Authorized signature on behalf of Hays County:

Printed Name_____

Title: _____

Date:_____

HDR Architecture, Inc.**2022 Hourly Rates**

PERSONNEL TITLE	
Principal	\$287.00
Project Manager	\$220.00
Project Architect	\$162.00
Sr. Project Coordinator	\$187.00
Project Coordinator	\$100.00
Sr. Structural Project Engineer	\$266.00
Structural Project Engineer	\$177.00
Structural Drafter	\$122.00
Sr. Plumbing Designer	\$266.00
Sr. Mechanical Project Engineer	\$266.00
Mechanical Project Engineer	\$187.00
Mechanical EIT	\$122.00
Mechanical Drafter	\$160.00
Sr. Electrical Engineer	\$283.00
Electrical EIT	\$144.00
Security Designer	\$262.00
Electronic Security Specialist	\$149.00
Sr. Landscape Project Architect	\$283.00
Landscape Project Coordinator	\$108.00
Construction Contract Administrator	\$193.00
Sr. Graphic Designer	\$144.00
Sr. Fire Protection Engineer	\$186.00
Sr. Administrative	\$139.00

* Rates are subject to an annual increase at the start of each calendar year



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item

Approve specifications for RFQ 2022-Q05 Auditing Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/VILLARREAL-ALONZO**

Summary

The COUNTY OF HAYS, TEXAS is requesting proposals from a certified public accounting firm to audit the financial statements of the County of Hays for fiscal year ending September 30, 2022, Hays County Juvenile Probation Board for fiscal year ending August 31, 2022, report on compliance for each major program and on internal controls over compliance required by the Uniform Guidance and the State of Texas Single Audit Circular, and a SOC 1 audit of the Hays County Tax Office, with the option to audit the County for each of the four subsequent fiscal years.

Attachments

RFQ 2022-Q05 Auditing Services



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFQ 2022-Q05
Auditing Services

Date Issued: August 4, 2022

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time August 25, 2022.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFQ must be received in writing no later than 5:00 on August 12, 2022.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent:

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award
notice may be made
on this form or by
other Authorized
official written notice.**

Hays County Judge

Date

Hays County Clerk

Date

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I. RFQ 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
- ___ 3. Pricing & Fee Schedule

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. Federal Affirmation & Solicitation Acceptance Form
- ___ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 11. Any addenda applicable to this solicitation

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

- ___ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to the Hays County Purchasing Department address below 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 Respondent'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 Qualifications
2. **Solicitation Number:** RFQ 2022-Q05
Auditing Service
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 Respondent 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:
August 25, 2022; 11:00 a.m. Central Time (CT)
6. **Initial Contract Term:** Audit of Hays County Financial Statements Fiscal Year End September 30, 2022 & Juvenile Probation Board Fiscal Year End August 31, 2022
7. **Optional Contract Terms:** Four (4) sequential fiscal years
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 12, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. **Addenda** Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

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

Anticipated Schedule of Events

August 4, 2022	Issuance of RFQ
August 12, 2022	Deadline for Submission of Questions (5:00 PM CT)
August 25, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late bids will not be accepted.
September 2022	Anticipated contract award date

III. Specifications

A. Introduction

The COUNTY OF HAYS, TEXAS is requesting proposals from a certified public accounting firm to audit the financial statements of the County of Hays for fiscal year ending September 30, 2022, Hays County Juvenile Probation Board for fiscal year ending August 31, 2022, report on compliance for each major program and on internal controls over compliance required by the Uniform Guidance and the State of Texas Single Audit Circular, and a SOC 1 audit of the Hays County Tax Office, with the option to audit the County for each of the four subsequent fiscal years.

These audits are to be performed in accordance with (1) generally accepted auditing standards, (2) the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, (3) the provisions of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), (4) Audits of States, Local Governments and Non-Profit Organizations, State of Texas Single Audit Circular, as well as the requirements of (5) Texas Government Code, Title 10, § 2256.023 (d); and (6) the independent audit guidelines issued by Texas Juvenile Justice Department, and (7) Accounting Standards Board Statement on Standards for Attestation Services AT-C section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting*, and any other standards or requirements established during the term of the contract by any of these organizations that relate to the funds being audited under the contract. These audits are requested pursuant to Texas Local Government Code Section 115.045 and other applicable State and Federal Laws.

The Auditor is also required to render an audit opinion on the Texas Juvenile Justice Department (TJJD) Grant Funds of the Hays County Juvenile Probation Department, as required by the Texas Juvenile Justice Department. The fiscal year period for the Juvenile Probation Department Financial Statements is September 1 to August 31. The Auditor may also be asked to perform a System Organization Control Audit (SOC 1 Audit) of the Hays County Tax Office. The Hays County Tax Office SOC 1 Audit will include an analysis and report on the organization's controls of financial information and data integrity.

B. Scope of Work

The County of Hays desires the Auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The County also desires the Auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The Auditor is not required to audit the supporting schedules contained in the annual comprehensive financial report. However, the Auditor is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The Auditor is not required to audit the statistical section of the report.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for compliance for each program and internal control over compliance required by the Uniform Guidance, and the *State of Texas Single Audit Circular*, as well as *Government*

Code, Title 10, §2256.023(d), the independent audit guidelines issued by Texas Juvenile Justice Department, and any other standards or requirements established during the term of the contract by any of these organizations that relate to the funds being audited under the contract. These audits are requested pursuant to Texas Local Government Code Section 115.045 and other applicable State and Federal Laws.

Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements the Auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the Auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. An "in-relation-to" report on the schedule of federal financial assistance.
5. A report on the internal control structure used in administering federal financial assistance programs.
6. A report on compliance with laws and regulations related to major and non-major federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.
7. A report in accordance with the provisions of the *Texas Government Code, Title 10, §2256.023(d)*.
8. A report on the Hays County Tax Office's controls of financial information and data integrity.

In the required report on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the County Commissioners Court.

Auditors shall assure themselves that the County is informed of each of the following:

1. The Auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management

7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Hays
- U.S. Department of Justice
- U.S. General Accounting Office
- Parties designated by the Federal or State Governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor Auditors and allow successor Auditors to review working papers relating to matters of continuing accounting significance.

Required Minimum Qualifications

1. The audit firm is independent and licensed to practice in Texas
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years
3. The firm has no conflict of interest with regard to any other work performed by the firm for the County
4. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
5. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal

Objectives of Work

Objectives of work include, but are not limited to:

- An analysis of Hays County's financial accounting systems and evaluation of their internal controls;
- Examine fiscal year financial statements and issue formal audit opinions as to their fairness, accuracy and comprehensiveness within the framework of the accounting and legal requirements for Hays County;
- Render an audit opinion on the County's annual financial statements in accordance with statutory filing requirements imposed on the County Auditor;
- Render an audit opinion on the annual financial statements as required for Texas Juvenile Justice Department (This portion of the audit should be separately disclosed in the proposal);
- Render an opinion on the Hays County Tax Office's controls of financial information and data integrity;
- Discuss findings with appropriate County officials and staff;
- Make a presentation of the results to designated County officials and staff.
- Inform Commissioners Court of all items required by the regulatory agencies including:
 - Auditor's responsibility under Generally Accepted Government Auditing Standards
 - Significant accounting policies
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements

- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Auditors shall agree to provide the County with information relating to regulation changes that would affect the County and its operation such as timely notification of changes proposed or initiated by GASB, FASB, or GAO

Time Requirements

Date Audit May Commence

Hays County will have all records ready for audit and all management personnel available to meet with the firm's personnel upon mutual agreement. The trial balance should be complete by January 1st of each year. Fieldwork in other offices can be scheduled throughout the year. October through January is the busiest time of year for the Tax Assessor/Collector, so interviews should be scheduled as far in advance as possible.

Schedule for 2022 and Future Year Fiscal Year Audits

The Auditor will submit, for review and approval by the County Auditor, a schedule of audit functions. The County anticipates the following schedule:

1. Interim. Expected start and completion dates (October)
2. Information to be Provided by the County. The Auditor shall provide the County Auditor a list of all schedules and other assistance to be prepared by County staff. This list should be submitted to the County Auditor by October 1, 2022, and annually by October 1, thereafter
3. Completion of Field Work. The Auditor shall make every effort to complete all field work prior to January 31 for each year

Entrance Conferences, Progress Reporting and Exit Conferences

The selected Auditor will schedule an entrance conference, periodic progress reports and an exit conference with the County Auditor. If it should become necessary for Hays County to request the Auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Hays County and the firm. Any such additional work agreed to between Hays County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee estimate. Hays County understands that the fees stated in any proposal will be estimates and are subject to change as a result of unforeseen circumstances that may arise. **However, the Auditor must communicate in writing the existence of such circumstances to the County Auditor prior to performing work that will result in fees exceeding the proposed amounts.** Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666.

Date Final Report is Due

The County Auditor will prepare the County's Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022. The County Auditor's staff will begin the draft of the comprehensive annual report the first week in February. The Auditor will review the draft report and once all issues for discussion are resolved, original signed opinion letters shall be delivered to the County Auditor. It is anticipated that this process will be completed, and the final report presented to the County Commissioners Court, no later than the 3rd Commissioners Court meeting in March 2023. The Auditor will make a presentation covering significant matters of the financial operations and on any material findings reported in the management letter to the Commissioners Court.

The Auditor is also required to render an audit opinion on the Texas Juvenile Justice Department Grant Funds of the Hays County Juvenile Probation Department, as required by the Texas Juvenile Justice Department. The County Auditor will prepare the Juvenile Probation Department Financial Statements the first week in February. The Auditor will review the draft report and once all issues for discussion are resolved, original signed opinion letters shall be delivered to the County Auditor. It is anticipated that this process will be completed, and the final report delivered to the Texas Juvenile Justice Department by the last week in February 2023.

Note: Any changes to the audit schedule must be approved by the Hays County Auditor.

Audit Coordination, Work Area, Telephones, Photocopying, and Internet

The County Auditor will coordinate the audit for the county. Workspace for the Audit staff will be provided in the County Auditor's office. The Auditor will be provided with reasonable workspace, tables and chairs. The Auditor will also be provided with access to internet, and photocopying equipment. Records and documents to be audited are located at the County Auditor's office, Treasurer's office, and other County offices.

C. Qualifications

To be eligible to respond to this RFQ, 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 RFQ to institutions similar in size and complexity to Hays County.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate the 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). Enclose a printout of the firms Entity Registration Page.

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

D. Proposal Requirements

All statement of qualifications (SOQ) shall demonstrate the respondent's experience in performing a project of this scale and complexity. For the County representatives to accurately evaluate whether the respondent meets the "Minimum Qualifications for All Respondent" and the "Specifications", SOQs shall Include:

Firm's Background and Experience

- Provide an affirmative statement that the firm and assigned key staff are properly registered/licensed to practice in Texas.
- Describe your firm's organizational structure.
- How many years has your firm been in business?
- Indicate the number of years of experience your firm has conducting audits of government entities similar to Hays County.

- Include the address of your firm's website, if applicable.
- List the location of the office from which the work on this engagement is to be performed.
- If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- List your firm's current or recent audit clients in Texas that are state or local government entities. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last four (4) years that are similar to the engagement described in this request. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also indicate whether the ACFR issued in connection with the audit was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- The firm is also required to submit a copy of the report on its most recent external quality control review (Peer Review as required by the AICPA), with a statement whether that quality control review included a review of specific government engagements.
- Please provide any other background that you feel is pertinent to the auditing needs expressed by Hays County.

Key Project Personnel

Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

1. Professional resumes for key personnel and their responsibilities for the duration of the contract.
2. Indicate the education and professional licensing of each person as it relates to this project.
3. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

Specific Audit Approach and Strategy

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request. In developing the work plan, reference should be made to such sources of information as Hays County's budget and related materials, organizational charts, and financial and other management information systems. Firms will be required to provide the following information on their audit approach and strategy:

1. Proposed segmentation of the engagement (such as planning, cash and investments, debt, revenue, compliance, etc.)
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement
3. The extent to which statistical sampling is to be used in the engagement, including sampling methods, sizes, and areas of use
4. Extent of use of computer audit tools in the engagement.
5. Type and extent of analytical procedures to be used in the engagement
6. Approach to be taken to gain and document an understanding of Hays County's internal control structure
7. Approach to be taken in determining laws and regulations that will be subject to audit test work.
8. Describe your firm's general approach to auditing.
9. List, in detail, all schedules to be prepared by County personnel as well the audit procedures which will require the assistance of County personnel to complete.
10. The audit firm shall indicate the extent of any audit work to be performed in those offices which collect revenue for the County.

Estimated Fees/Total All-Inclusive Maximum Price

The response should include an estimate of the total cost of the annual audit services (including the annual Uniform Guidance/Texas single audit), the TJJD financial audit, and the SOC-1 audit. The

estimated total cost will be the total all-inclusive maximum fee paid under the contract for annual audit services. The total all-inclusive maximum price proposed shall contain all direct and indirect costs including all out-of-pocket expenses. A "Schedule of Profession Fees and Expenses" shall support the "All-Inclusive Dollar Cost Fee Estimate." The Audit for Hays County Schedule of Professional Fees spreadsheet (3 sheets) shall be submitted to support the cost for each year for the Hays County ACFR, TJJD financial audit, and SOC-1 audit.

Rates for Additional Professional Services

If it should become necessary for Hays County to request the Auditor perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Hays County and the firm. Any such additional work agreed to between Hays County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee estimate.

Engagement Letter

All firms are required to include a Sample Engagement Letter with their qualification submittal. The sample engagement letter will be reviewed by Hays County General Counsel and the terms will be negotiated with the successful proposer.

References

Contact information for at least three references (see Section V for Vendor Reference Form)

Hays County Forms

See RFQ Submittal Checklist for list of all Hays County Forms

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible. The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

E. Submittal Requirements

Respondent must deliver their statement of Qualifications (SOQ) to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Statement of Qualifications:

- One (1) original SOQ with required forms signed by the Respondent with original signatures, and
- One (1) digital copy of the full SOQ with all required forms on a thumb drive

Electronic Statement of Qualifications:

- Upload SOQ with required forms manually signed by the Respondent. (through BidNet Direct)
- One (1) original SOQ with required forms with original signatures by the Respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic SOQ (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING STATEMENT OF QUALIFICATIONS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the SOQ, guaranteeing authenticity.

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

ACCEPT OR REJECT: 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. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: All SOQs 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 V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

F. Evaluation Criteria

Statement of Qualifications (SOQ) will be evaluated by Hays County staff. The award shall be made to the responsible respondent whose qualification is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The Evaluating Committee will evaluate the firm qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria: (Maximum Point Total 100)

1. Firm's Experience	40 points
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- Qualifications of staff assigned to the audit: the staffs work experience, education, certification and tenure with the firm.
- Company history with biographies and/or resumes for principal contacts, and company certifications.
- References and recommendations from current or former clients

2. Audit Approach & Strategy	40 points
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- Explain the firm's approach/methodology
- Explain the firm's capacity and availability to perform government audits.

3. Total all-inclusive maximum price	20 points
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Interview (optional)	Ranking
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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 work. Any respondent who is invited to participate in an interview will be ranked after all interviews have been conducted.

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

G. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFQ, 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 RFQ 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 RFQ. SOQs 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 respondent selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with respondents submitting a response; therefore, each SOQ 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 SOQ.

Respondent's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each respondent'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 SOQ. Failure of a respondent to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. **SUBMITTER REVIEW OF RFQ.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the respondent'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 RFQ, a written agreement pertinent to the RFQ, 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:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure.
- b. extend the RFQ closing time and date.
- c. reissue this RFQ in a different form or context.
- d. procure any item by other allowable means.

- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
- f. investigate the qualifications of any respondent under consideration and require confirmation of information furnished by a contractor.
- g. require additional information from a respondent concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ.
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation.
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. 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 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.

H. Elements of a Contract

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a respondent and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected respondent.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected respondent.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a respondent that the respondent agrees to the terms, conditions, and other provisions contained in the RFQ, unless the respondent clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected respondent unless and until the County agrees to accept such exceptions.

- c. The selected respondent must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected respondent.
- d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.

6. CONFIDENTIALITY OF DOCUMENTS.

- a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
- b. On each page where confidential information appears, the Respondent must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Respondent.
- c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7. MISCELLANEOUS.

- a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the respondent.
- b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from respondents, or to allow corrections of errors or omissions.
- c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
- d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.

8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:

- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
- b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
- c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
- d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract

awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent 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 respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

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 proposal. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Qualifications (RFQ)

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed DBE 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. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

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 CAUSE: 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. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) 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 determinations 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 29 CFR 5.5 (a) (1) (iv); 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 regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor'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 29 CFR 5.5 (a)(1)(11) 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. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply 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, Contractor shall 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. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:

- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
- b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its 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 an 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 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 From to Report Lobbying", in accordance with its instructions.
- c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
- d. 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.

26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "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 by 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." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **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 to 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.
28. **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.
29. **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.
30. **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.
31. **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.

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

33. 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.

34. 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.

35. 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.

36. 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 Qualifications;
 - 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).

37. 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.

38. 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.

39. 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, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 150px; 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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

- c. Continuing to advertise bids on the County’s website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
- 5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County’s actual requirements.
 - d. Specifications, terms and conditions reflecting the County’s actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- 6. A HUB practice statement shall be included in all specifications. The County will consider the bidder’s responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County’s HUB practices may result in a bid or proposal being considered non-responsive to specifications.
- 7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

Solicitation Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(If other than Texas, Write state in here
_____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the Office of Emergency Services HazMat Division to purchase one Sensit HXG-3P LEL Meter with pump valued at \$1,047.86 and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

SENSIT HXG-3 is an advanced instrument used for detecting and finding the source of gas leaks. SENSIT HXG-3 measures combustible gases such as methane, propane, natural gas, pentane and other volatile organic compounds (VOCs). This instrument will allow the HazMat team to more effectively identify and control gas leaks.

Fiscal Impact:

Amount Requested: \$1,047.86

Line Item Number: 001-656-00.5719_400

Budget Office:

Source of Funds: GENERAL FUND

Budget Amendment Required Y/N?: YES

Comments: Funds are available within the operating budget for this purchase.

Budget Amendment:

\$1,048 - Increase Misc. Equipment_Operating 001-656-00.5719_400

(\$1,048) - Decrease General Supplies_Hazmat 001-656-00.5201_007

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment

New Revenue Y/N?: N/A

Comments: N/A

Attachments

FarrWest SENSIT Quote

**FARRWEST**

Estimate

Date	Estimate #
7/27/2022	14245

**108 Commercial Place
Schertz, TX 78154**

Ph: 210-566-1857
Fax 210-566-1897

HAYS COUNTY
ACCOUNTS PAYABLE
712 SOUTH STAGECOACH TRAIL
SUITE 1071
SAN MARCOS, TX 78666

P.O. No.	Rep	Project/Event
	JWC	

Item	Description	Qty	Cost	Total
907-FC000-07	SENSIT HXG-3P LEL METER W/ PUMP. INCLUDES CASE, BATTERIES AND MANUAL	1	1,035.11	1,035.11
10000	SHIPPING & HANDLING	1	12.75	12.75
	HGAC CONTRACT# EP11-20			

HGAC CONTRACT# EP11-20	Subtotal	\$1,047.86
	Sales Tax (0.0%)	\$0.00
	Total	\$1,047.86

Phone #	Fax #
210-566-1857	210-566-1897

Web Site
www.farrwest.com



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Brett Littlejohn

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Juvenile Detention Center to hire the Licensed Mental Health Counselor position, slot 9021-001 at the 75th percentile effective August 15, 2022. **INGALSBE/LITTLEJOHN**

Summary:

The Juvenile Detention Center Director has a candidate for a Licensed Mental Health Counselor position with over six years experience working with juvenile clients including direct experience at the Travis County Juvenile Probation Detention Center, San Marcos Treatment Center as well as Austin ISD Disciplinary Alternative Education Program (DAEP). The current position has been vacant since September 2021 and is one of three current vacancies for a Licensed Mental Health Counselor at the Juvenile Center. Current market for a position with these certification requirements is \$60k on average. These positions are a vital part in providing the necessary treatment programs for the juvenile detainees.

Fiscal Impact:

Amount Requested: \$20,024

Line Item Number: 070-685-00]

Budget Office:

Budget Amendment Required Y/N?: NO

Comments: Funds are available within the JDC operating budget due to attrition.

\$43,758	Minimum Salary
\$60,167	75th Percentile
\$16,409	Delta
\$ 3,615	Fringe
\$20,024	Annualized Request
\$ 2,503	FY22 Fiscal Impact

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Salaries and Fringe

New Revenue Y/N?: N/A

Comments: N/A



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action regarding the FY 2023 budget including a presentation of the Budget Office recommended budget and selection of dates for budget workshops. **BECERRA/DORSETT**

Summary

FY 2023 Recommended Budget documents will be provided in Court.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Mike Jones

Sponsor:

Judge Becerra

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 Office of Emergency Services. Possible discussion and/or action may follow in open court. **BECERRA/JONES**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor:

Judge Becerra

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.

BECERRA

Summary

Additional information will be provided during Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Shamrock. Possible action may follow in open court. **INGALSBE**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

To be provided in Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Commissioner Ingalsbe

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 FM 621 in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

To be provided in Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima subdivision(s). Possible action may follow in open court. **SHELL**

Summary

More information will be provided in Executive Session.
