

**Commissioners Court -- AUGUST 9, 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 9, 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

1. Presentation by the Homeless Coalition of Hays County on the 2022 Point-in-Time Report. **BECERRA**
2. Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**

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. Approve the payment of the August 15, 2022 payroll disbursements in an amount not to exceed \$3,185,000.00 effective August 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
5. Authorize Building Maintenance to replace the existing HVAC Unit #5 located at the Precinct 5 building with a new American Standard HVAC unit in the amount of \$4,588.60 and amend the budget accordingly.
JONES/T.CRUMLEY
6. Authorize payment to the Lower Colorado River Authority for radio repairs totaling \$507.50 where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/CUTLER**

7. Authorize the County Judge to execute Terms and Conditions with Power Digital Management Software for the Field Training Officer subscription purchased through SHI Government Solutions, Inc.. **BECERRA/CUTLER**
8. Approve the purchase for three 2022 fully equipped Harley Davison Motorcycles for Constable Pct. 1, Constable Pct. 4 and Constable Pct. 5. and amend the budget accordingly. **INGALSBE/SMITH/PETERSON/HOOD/ELLEN**
9. Authorize the Hays County Judge to execute the Certificate of Substantial Completion for Jail Shower Stalls and Toilet Partitions at the Hays County Law Enforcement Center Project. **INGALSBE/CUTLER**
10. Authorize Building Maintenance to upgrade existing Unit 4 from an R-22 refrigerant system to an R-410a refrigerant system at the Precinct 4 Building in the amount of \$8,359.10 and amend the budget accordingly. **SMITH/T.CRUMLEY**
11. Authorize the Sheriff's Office to use existing funds to purchase equipment valued at \$8,880.00 for three new positions added in FY 2022. **INGALSBE/CUTLER**
12. Authorize the County Judge to execute a pricing supplement increase for the Sheriff's Office of \$335.00 per month with TransUnion for investigative searches. **BECERRA/CUTLER**
13. Accept the delivery of the Internal Examination reports for Fiscal Year 2020 and 2021 Hays County Sheriff's Office Federal Discretionary Account, Hays County District Attorney's Chapter 59 Asset Forfeiture Account, Hays County Sheriff's Office Jail Commissary, Constable 2's Chapter 59 Asset Forfeiture Account, and Fiscal Year 2020 Hays County Sheriff's Office Chapter 59 Asset Forfeiture Account. **VILLARREAL-ALONZO**
14. Authorize the County Judge to approve an Agreement with Permutium LLC for an Online Vital Records Requests Application for the Hays County Clerk's Office. **BECERRA/CARDENAS**
15. Authorize the Commissioner Pct. 2 and Commissioner Pct. 3 Office to utilize available funding from their operating budgets to fund an Official Texas Historical Marker for the San Vicente Cemetery in Kyle and amend the budget accordingly. **JONES/SHELL**
16. Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2022 quarterly financial reporting. **BECERRA/DORSETT**
17. Authorize the Juvenile Probation Department to accept \$4,800.00 additional grant funding from the Texas Juvenile Justice Department (TJJD) for PREA monitoring services and amend the budget accordingly. **BECERRA/DAY**
18. Authorize the Juvenile Probation Department to accept \$5,297.19 additional funding from the Texas Juvenile Justice Department (TJJD) for Risk & Needs Assessment services and amend the budget accordingly. **BECERRA/DAY**

H.	ACTION ITEMS
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I.	ROADS
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1. Discussion and possible action to call for a public hearing on August 23, 2022 to establish stop & yield locations in the River Oaks of Wimberley subdivision as shown on map provided and described in the agenda item summary. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap 11-1, LLC for Hymeadow, Section 3, Phase 3 (154 lots), and amend the budget accordingly. **INGALSBE/BORCHERDING**
3. Discussion and possible action to authorize the County Judge to execute two TIA Contribution agreements between Hays County and Lennar Homes for Sunset Oaks, Section 4, Phase 2A (138 lots) and Sunset Oaks, Section 4, Phase 2B (152 lots), and amend the budget accordingly. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1893-NP; 272 AC Fitzhugh, Preliminary Plan (37 lots). Discussion and possible to approve the preliminary plan. **SHELL/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to authorize the Justice of the Peace, Precinct 4 Office to hire the Justice Clerk slot 0855-011 position at the 50.54th percentile effective August 16, 2022 and amend the budget accordingly. **SMITH/BURNS**
2. Discussion and possible action to approve the selection of Ardurra for park and trails improvements associated with property owned by Hays County at the corner of Cape Road (CR299) and Flores Street in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE**
3. Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima North Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code. **SHELL**
4. Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima South Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code. **SHELL**
5. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and San Marcos Hays County EMS, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
6. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays-Caldwell Women's Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **JONES/SMITH**
7. Discussion and possible action to approve the revised Hays County Animal Control Ordinance. **BECERRA**
8. Discussion and possible action to approve a Resolution to requesting that the LCRA work with local leaders and stakeholders to accelerate the update of its Water Management Plan to implement a more protective approach to managing the Highland Lakes. **BECERRA**
9. Discussion and possible action authorizing the County Judge to execute an Intergovernmental Inmate Housing Agreement between Hays County and Haskell County for the care and custody of overflow Hays County inmates. **SMITH/CUTLER**

L.

WORKSHOP

1. 11:00 a.m. - Budget Workshop regarding the Fiscal Year 2023 Budget. Possible action may follow. **BECERRA/DORSETT**

M.

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 551.072 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**

N.

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**

O. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 5th day of August, 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: 08/09/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Presentation by the Homeless Coalition of Hays County on the 2022 Point-in-Time Report. **BECERRA**

Summary

Joshua Sutherland and Nancy Heintz of the Homeless Coalition of Hays County will briefly share the 2022 Point-in-Time report that Texas Homeless Network created from the data submitted to them after volunteers surveyed people experiencing homelessness. The annual Point-in-Time Homeless Count & Survey is a requirement of the U.S. Department of Housing and Urban Development (HUD) for the local Continuum of Care (CoC) funding process. The Count illustrates trends over time (increases or decreases) in homelessness and provides insights into the effectiveness of a community's housing programs and homelessness services. The Homeless Coalition of Hays County belongs to the Balance of State CoC whose lead agency is Texas Homeless Network in Austin.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Britney Richey, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the August 15, 2022 payroll disbursements in an amount not to exceed \$3,185,000.00 effective August 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

Summary



Hays County Commissioners Court

Date: 08/09/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Jones

Agenda Item:

Authorize Building Maintenance to replace the existing HVAC Unit #5 located at the Precinct 5 building with a new American Standard HVAC unit in the amount of \$4,588.60 and amend the budget accordingly. **JONES/T.CRUMLEY**

Summary:

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

Fiscal Impact:

Amount Requested: \$4,588.60

Line Item Number: 007-761-94.5719_400

Budget Office:

Source of Funds: Energy Efficiency Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

Budget Amendment:

\$4,589 - Increase Misc. Equipment Operating 007-761-94.5719_400

(\$4,589) - Decrease General Supplies 007-761-94.5201

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

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

New Revenue Y/N?: N/A

Comments: N/A

Attachments

JME Quote - Unit 5 PCT 5

Specs on Unit



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

Date: July 14, 2022
Quote No: 016421
Quote Expiration: 30 days after above date

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

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

Scope of Services:

JM Engineering will investigate, troubleshoot and replace condenser unit #5 at the Precinct 5 Facility. Work will include replacement of condenser unit, add acid neutralizer, add up to 20 pounds of R-410a refrigerant, check for proper system operation, perform final job site clean up and complete service ticket on job site.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	9.0		\$	777.96
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	8.0		\$	539.92
Subtotal	17.0	0	\$	1,317.88
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
Condenser Unit, Acid Neutralizer, R-410a Refrigerant, Supplies, Misc Fittings and Parts	1.20	EA	\$ 2,663.10	\$ 3,195.72
Subtotal				\$ 3,270.72
GRAND TOTAL			\$	4,588.60

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

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

Precinct 5 unit #5

	GSX14 0361K*	GSX14 0371K*	GSX14 0421K*	GSX14 0431K*	GSX14 0481K*	GSX14 0601K*
CAPACITIES						
Nom Cool (BTU/h)	36,000	36,000	42,000	42,000	48,000	60,000
SEER/EER	14 / 12	14 / 12.2	14 / 12	14 / 12.2	14 / 11.7	14 / 11.7
Decibels	73	73	73	73	74	75
COMPRESSOR						
RLA	13.6	14.1	16.7	16.7	19.9	25.0
LRA	79	72.2	79	79	109	134
Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
CONDENSER FAN MOTOR						
Hp	1/6	1/6	1/6	1/6	1/4	1/4
FLA	0.95	0.95	0.95	0.95	1.3	1.3
REFRIGERATION SYSTEM						
Refrigerant Line Size ¹						
Liquid Line Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Line Size ("O.D.)	7/8"	7/8"	1 1/8"	1 1/8"	1 1/8"	1 1/8"
Refrigerant Connection Size						
Liquid Valve Size ("O.D.)	3/8"	3/8"	3/8"	3/8"	3/8"	3/8"
Suction Valve Size ("O.D.) ^{2 3}	3/4"	3/4"	7/8"	7/8"	7/8"	7/8"
Valve Type	Sweat	Sweat	Sweat	Sweat	Sweat	Sweat
Charge	81	81	93	93	101	120
Included piston:	0.068	0.071	0.074	0.074	0.078	0.088
ELECTRICAL DATA						
Voltage-Phase (60 Hz)	208/230-1	208/230-1	208/230-1	208/230-1	208/230-1	208/230-1
Minimum Circuit Ampacity ⁴	18.0	18.6	21.8	21.8	26.2	32.6
Max. Overcurrent Protection ⁵	30 amps	30 amps	35 amps	35 amps	45 amps	50 amps
Min/Max Volts	197/253	197/253	197/253	197/253	197/253	197/253
Conduit	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"	1/2" or 3/4"
EQUIPMENT WEIGHT						
	162	162	189	189	220	260
SHIPPING WEIGHT						
	180	180	207	207	242	280

¹ Line sizes denoted for 25' line sets, tested and rated in accordance with AHRI Standard 210/240.

For other line-set lengths or sizes, refer to the installation & Operating instructions and/or the long line-set guidelines.

² Installer will need to supply 3/4" to 7/8" adapters for suction line connections.

³ Installer will need to supply 7/8" to 1 1/8" adapters for suction line connections.

⁴ Wire size should be determined in accordance with National Electrical Codes; extensive wire runs will require larger wire sizes.

⁵ Must use time-delay fuses or HACR-type circuit breakers of the same size as noted.

NOTES

- Always check the S&R plate for electrical data on the unit being installed.
- Unit is charged with refrigerant for 15' of 3/8" liquid line. System charge must be adjusted per Installation Instructions Final Charge Procedure.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Agenda Item:

Authorize payment to the Lower Colorado River Authority for radio repairs totaling \$507.50 where no purchase order was issued as required per the Hays County Purchasing Policy. **INGALSBE/CUTLER**

Summary:

LCRA provided repair services for two different radio consoles at the ECC on the same date. Both repairs total \$507.50 and a purchase order is not in place, funding is available in the Sheriff's Office Equipment Maintenance and Repair general ledger.

Fiscal Impact:

Amount Requested: \$507.50

Line Item Number: 001-618-00.5411

Budget Office:

Source of Funds: 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, Equipment Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

LCRA Invoice #TCI0007517



INVOICE

Invoice Number: TCI0007517
Invoice Date: 07/25/22
Page: 1 of 1

Remit To: Lower Colorado River Authority
P.O. Box 301142
Dallas TX 75303-1142

Customer No: 003077
Payment Terms: Net 30
Due Date: 08/24/22

Bill To: HAYS COUNTY AUDITOR
ATTN: KIMBERLI ANDREWS
712 S. STAGECOACH TRAIL, STE. 1071
SAN MARCOS, TX 78666

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Radio Sales/Repairs	1.00	MO	240.10	240.10
2	Radio Sales/Repairs	1.00	MO	267.40	267.40
				Subtotal:	507.50
				AMOUNT DUE:	\$507.50

Unpaid portions of the invoice may be subject to a late charge of 1% per month.

Telecom Completed

HAYSCOSHERIFFTC

Workorder	PO / Unit	PO / Task Number	Cost
✓ 000000005875675	HAYS COUNTY SHERIFF		
	Unit #:	UID8319635	
	Comments:	Switched trunk line locations/Swapped ports and cleared errors	
		10021-Field Repair	185.00
		10050-Mileage - Service Call	55.10
			240.10
✓ 000000005878542	HAYS COUNTY SHERIFF		
	Unit #:	UID8319685	
	Comments:	Replaced select speaker	
		10021-Field Repair	267.40
			267.40
		Customer Cost Summary:	507.50



Receipt

Telecommunications Work Sheet

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

Customer: HAYS COUNTY SO - RADIO CONSOLE (TLETS) **Work Order #:** 000000005875675
Address: 712 S Stagecoach Trl, Ste 1071 ***Date:** 7/12/22
 San Marcos, Texas 78666 *This is an acknowledgment of receipt of goods and services.*

Statement of Work: Hays ECC - Console 8 - Network Cabling Issue

Unit #: UID8319635

Comments: Switched trunk line locations/Swapped ports and cleared errors

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
10021	Field Repair	2.0	92.5000	185.0000
Labor Sub Total:				\$185.00

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
10050		Mileage Hays Co. ECC	58	0.9500	55.1002
Material Sub Total:					\$55.10

Labor Total: \$185.00

Material Total: \$55.10

Job Total: \$240.10

This is not an invoice - Do not pay

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



Receipt

Telecommunications Work Sheet

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

Customer: HAYS COUNTY SO - RADIO CONSOLE (911) Work Order #: 000000005878542
 Address: 712 S Stagecoach Trl, Ste 1071 *Date: 7/12/22
 San Marcos, Texas 78666 *This is an acknowledgment of receipt of goods and services.*

Statement of Work: HAYS COUNTY SO - RADIO CONSOLE (911) - replaced select speaker

Unit #: UID8319685

Comments: Replaced select speaker

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
10021	Field Repair	1.0	92.5000	92.5000
Labor Sub Total:				\$92.50

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
10021		Select Audio Speaker	1	174.9000	174.9000
Material Sub Total:					\$174.90

Labor Total: **\$92.50**

Material Total: **\$174.90**

Job Total: **\$267.40**

This is not an invoice - Do not pay

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute Terms and Conditions with Power Digital Management Software for the Field Training Officer subscription purchased through SHI Government Solutions, Inc.. **BECERRA/CUTLER**

Summary:

Last month, the court approved a Power Field Training Officer subscription for the Sheriff's Office. The purchase was made through SHI Government Solutions, Inc. and Power Digital Management Software requires all end users to sign terms and conditions for the software.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: N/A

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

Power DMS Terms & Conditions

Contract Details		Order Details	
Account Number: A-3118		Order #: Q-175017	
Customer: Hays County Sheriff's Office (TX)		Order Date: 7/1/2022	
Sales Rep: Casey Jones		Valid Until: 7/31/2022	
		Subscription Start Date: Per signature date below	
		Subscription Term (months): 15	
Customer Contact			
Billing Contact:	Hays County Sheriff's Office (TX)		Billing Contact Email: yvette.faulkner@co.hays
	Yvette Faulkner		Phone: 512-393-7808
Address:	1307 Uhland Rd.		Fax:
	San Marcos, TX 78666		
Payment Terms			
Payment Term:	Net 30	Notes:	
PO Number:			
Subscription Service			

YEAR-1

Item	Type	Start Date	End Date	Qty	Total
PowerFTO Subscription	Recurring	7/1/2022	9/30/2022	1	
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.					
PowerFTO Setup	Services	7/1/2022	7/1/2022	1	
The one-time implementation fee to build the site includes access to all online resources to assist in site customization, video tutorials, user-guides, an PowerFTO implementation specialist, and online user training sessions.					
YEAR-1 TOTAL:					

YEAR-2

Item	Type	Start Date	End Date	Qty	Total
PowerFTO Subscription	Recurring	10/1/2022	9/30/2023	1	
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.					
YEAR-2 TOTAL:					
Subscription Term Total :					

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees labeled "Year 1 Total" shall be invoiced immediately, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions This Service Order reflects the purchase of the services described herein (the "Services"). This Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions either affixed hereto or available at https://www.neogov.com/hubfs/NG_ResellerCustomerAgreement.pdf (the "Terms"). The Services are (1) purchased by SHI from [GovernmentJobs.com](https://www.governmentjobs.com), Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") pursuant to the terms of the agreement previously entered into

between the parties, and (2) to be sold by SHI to Hays County Sheriff's Office. The Services shall be for the exclusive use of CUSTOMER, and this Service Order confers no rights upon SHI with respect to the Services. By accepting the Services made available by NEOGOV, CUSTOMER hereby agrees that the Services and any future services made available by NEOGOV will be subject to the Terms."

Special terms and conditions:

- Section 12(b) shall be edited to read as: "The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who shall be bound by these confidentiality obligations."
- Section 17 shall be edited to read as: "Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers."
- The first two sentences of Section 21 shall be deleted in their entirety and replaced with the following: "This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Hays County, Texas."

Accepted and Agreed By Authorized Representative of:
Hays County Sheriff's Office (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By: Hays County Pct. 1 Constables Office David Peterson

Sponsor: Commissioner Ingalsbe

Co-Sponsor: Commissioner Smith

Agenda Item:

Approve the purchase for three 2022 fully equipped Harley Davison Motorcycles for Constable Pct. 1, Constable Pct. 4 and Constable Pct. 5. and amend the budget accordingly. **INGALSBE/SMITH/PETERSON/HOOD/ELLEN**

Summary:

The Constable Offices would like authority to purchase one motorcycle for their respective precincts for their motor unit. Funds have been identified in the current budget for this purchase.

Fiscal Impact:

Amount Requested: \$96,000

Line Item Number: 001-635-00.5713_700 - \$32k

001-638-00.5713_700 - \$32k

001-639-00.5713_700 - \$32k

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommended funding source, County Wide Misc. Improvements.

Budget Amendment:

\$32,000 - Increase Constable 1 Vehicles Capital - 001-635-00.5713_700

\$32,000 - Increase Constable 4 Vehicles Capital - 001-638-00.5713_700

\$32,000 - Increase Constable 5 Vehicles Capital - 001-639-00.5713_700

(\$96,000) - Decrease County Wide Misc. Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes, Vehicles Capital Outlay

New Revenue Y/N?: N/A

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sheriff Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the Hays County Judge to execute the Certificate of Substantial Completion for Jail Shower Stalls and Toilet Partitions at the Hays County Law Enforcement Center Project. **INGALSBE/CUTLER**

Summary

See attached document.

Attachments

Substantial Completion Certificate

Certificate of Substantial Completion

PROJECT
HAYS COUNTY LAW
ENFORCEMENT CENTER

1307 UHLAND ROAD
SAN MARCOS, TX
78666

CONTRACT INFORMATION:
Contract For: JAIL SHOWER
STALLS AND TOILET PARTITIONS

DATE:
July 12, 2022

CERTIFICATE INFORMATION:
CERTIFICATE NUMBER: 01

OWNER:
HAYS COUNTY, A
POLITICAL SUBDIVISION
OF THE STATE OF TEXAS
1307 UHLAN ROAD
SAN MARCOS, TX 78666

ARCHITECT:
N/A

CONTRACTOR:
J.T.VAUGHN CONSTRUCTION,LLC
10355 WESTPARK DRIVE
HOUSTON, TX 77042

The Work identified below has been reviewed and found, to the Project Manager's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project designated below is the date established by this Certificate.

1. JAIL SHOWER STALLS AND TOILET PARTITIONS

ECM International, Inc., PROJECT MANAGER Terry N. Whitman, Director of Ops – Central Texas

SIGNATURE: _____

DATE OF SUBSTANTIAL COMPLETION JULY 12, 2022

WARRANTIES:

The date of Substantial Completion of the Project designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Vaughn Construction will provide a warranty on work and materials for One (1) year from the date of substantial completion.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: All items are complete. No corrections needed.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within THIRTY (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

1. The owner shall take overall responsibility for Security, Maintenance, Heat/Cooling, Utilities, Damage to the Work caused by the County and insurance.

CONTRACTOR:
VAUGHN CONSTRUCTION COMPANY

Mike Simpson
Secretary

PRINTED NAME

SIGNATURE

08/02/2022

DATE

OWNER:
HAYS COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF TEXAS

PRINTED NAME

SIGNATURE

DATE



Hays County Commissioners Court

Date: 08/09/2022

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize Building Maintenance to upgrade existing Unit 4 from an R-22 refrigerant system to an R-410a refrigerant system at the Precinct 4 Building in the amount of \$8,359.10 and amend the budget accordingly. **SMITH/T.CRUMLEY**

Summary:

Unit 4 at the PCT 4 building needs to be upgraded from an R-22 refrigerant system to an R-410a refrigerant system. Under contract RFP 2020-P01, JM Engineering, LLC has submitted a proposal recommending this upgrade. Funding for this is available in the current FY22 budget utilizing remaining savings within the Energy Efficiency Project Fund. No General Funds are required.

Fiscal Impact:

Amount Requested: \$8,359.10

Line Item Number: 007-761-94.5719_700

Budget Office:

Source of Funds: Energy Efficiency Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

Budget Amendment:

\$8,360 - Increase Misc. Equipment Capital 007-761-94.5719_700

(\$8,360 - Decrease General Supplies 007-761-94.5201

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

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

New Revenue Y/N?: N/A

Comments: N/A

Attachments

JME Quote



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

Date: July 29, 2022
Quote No: 015121
Quote Expiration: 30 days after above date

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

Project: HVAC Maint & Repair Services
Contract No: RFP 2020-P01
Location: Precinct 4 - Lobby AC Unit

Scope of Services:

JM Engineering will investigate, troubleshoot and upgrade existing Unit 4 from an R-22 refrigerant system to an R-410a refrigerant system at Precinct 4. Work will include replacing evaporator coil with R-410a evaporator coil, install new TXV valve, install new 3.5 ton heat pump condensing unit, new R-410a refrigerant, acid neutralizer, armaflex and UV light. After replacement, test the system for proper operation. Once work is completed, JM Engineering will clean up job site, dispose of any trash and complete service ticket.

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

Pricing - Labor				
Task	Labor Hours		Extended Price	
	Reg Time	Over Time		
Licensed Air Conditioning & Heating Tech, Monday - Friday - Regular Hours (\$86.44 per hour)	30.0		\$	2,593.20
Tech Helper, Monday - Friday - Regular Hours (\$67.49 per hour)	10.0		\$	674.90
Subtotal	40.0	0	\$	3,268.10
Pricing - Material				
Task	Quantity	Unit	Unit Price	Extended Price
Trip Charge for Repair, On Call/Emergency Calls and New Installation	1	EA	\$ 75.00	\$ 75.00
R-410a Evaporator Coil, 3.5 Ton Heat Pump Condenser Unit, R-410a Refrigerant, Acid Neutralizer, Armaflex, UV Light and Misc Supplies	1.20	EA	\$ 4,180.00	\$ 5,016.00
Subtotal				\$ 5,091.00
GRAND TOTAL			\$	8,359.10

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

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to use existing funds to purchase equipment valued at \$8,880.00 for three new positions added in FY 2022. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office is requesting approval to purchase equipment for three new positions approved in fiscal year 2022. In March, the S.O. was approved two new Records Management Officers; and in May, approved one new Multi-Media Specialist. The positions are scheduled to be filled soon, and equipment is needed. The request for laptops and accessories, monitors, software and one DSLR camera is valued at \$8,900. Existing funds are available within the Sheriff's Office budget to fund this request.

Fiscal Impact:

Amount Requested: \$600 Camera - MMS
Line Item Number: 001-618-00.5719_400

Amount Requested: \$4,624 Laptops
Line Item Number: 001-618-00.5712_400

Amount Requested: \$3,480
Line Item Number: 001-618-00.5202

Amount Requested: \$176
Line Item Number: 001-618-00.5429

Budget Office:

Source of Funds: General Fund
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, Data Processing Supplies, Software Maintenance and Licensing, Computer Equipment Operating, Miscellaneous Equipment Operating
New Revenue Y/N?: N/A
Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sheriff Cutler

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute a pricing supplement increase for the Sheriff's Office of \$335.00 per month with TransUnion for investigative searches. **BECERRA/CUTLER**

Summary:

In FY 2020, the court approved an agreement with TransUnion of \$280.00 per month for investigative searches. The vendor is increasing the monthly fee to \$355.00 effective 10/01/2022.

Fiscal Impact:

Amount Requested: \$900

Line Item Number: 001-618-00.5362

Budget Office:

Source of Funds: General Fund

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, Criminal Investigation Expense

New Revenue Y/N?: N/A

Comments: N/A

Attachments

TransUnion Pricing Supplement



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]



PRICING SHEET to Pricing Supplement

"Agency": Hays County Sheriff's Office

Agency ID: 38661

TRADS Services: TLOxp® Online - Non-Batch LE Flat Rate.

Effective Date: 10/01/2022

Supplement Term: 12 month(s) without auto-renewal.

"Monthly Fee": USD 335.00

"Number of Monthly Transactions": 1,000

The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Unused Number of Monthly Transactions do not rollover into a subsequent month.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked below, in which case, the checked items are included in the Monthly Fee.

<input type="checkbox"/>	Social Media Comprehensive Report	<input checked="" type="checkbox"/>	Comprehensive Report – Person
<input type="checkbox"/>	Social Media Basic Search	<input checked="" type="checkbox"/>	Comprehensive Report – Business
<input type="checkbox"/>	Super Reverse Phone Lookup	<input checked="" type="checkbox"/>	Address Report
<input checked="" type="checkbox"/>	Relationship Report	<input checked="" type="checkbox"/>	Locate/Asset Report
<input type="checkbox"/>	Real-Time Phone Carrier Search	<input checked="" type="checkbox"/>	Phone Report
<input type="checkbox"/>	Real-Time Arrests & Incarcerations		
	Predictive Attributes Suite		
	Household Search		

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

OVERAGE TRANSACTION PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below ("Overage Transactions") and subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).



Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Hays County Sheriff's Office ("Agency")

By: _____

Representative

Full Name

Title

Date Signed



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept the delivery of the Internal Examination reports for Fiscal Year 2020 and 2021 Hays County Sheriff's Office Federal Discretionary Account, Hays County District Attorney's Chapter 59 Asset Forfeiture Account, Hays County Sheriff's Office Jail Commissary, Constable 2's Chapter 59 Asset Forfeiture Account, and Fiscal Year 2020 Hays County Sheriff's Office Chapter 59 Asset Forfeiture Account. **VILLARREAL-ALONZO**

Summary

Internal Examination Reports for the Sheriff, District Attorney, and Constable 2 Offices are attached.

Attachments

FY 20 Constable 2 - Chapter 59
FY 21 Constable 2 - Chapter 59
FY 20 District Attorney - Chapter 59
FY 20 Sheriff - Federal Discretionary
FY 20 Sheriff - Commissary
FY 21 Sheriff - Commissary
FY 21 Sheriff - Federal Discretionary
FY 21 District Attorney - Chapter 59
FY 20 Sheriff - Chapter 59



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

County Auditor

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

Vickie Dorsett

First Assistant County Auditor

vickie.dorsett@co.hays.tx.us

October 5, 2021

Honorable Michael Torres
Hays County Constable Precinct 2
5458 FM 2770
Kyle, TX 78640

Dear Constable Torres:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination on the records of the Hays County Constable Precinct 2 Drug Forfeiture Fund and the attached annual Chapter 59 Asset Forfeiture Report for the period of October 1, 2019 to September 30, 2020. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records and supporting documentation appear to be accurately maintained in accordance with statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
mva/mm/jv



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2020	Agency Name: <u>Hays County</u> <u>Constable Precinct</u> <u>2</u>
Agency Mailing Street: P.O. Box 728	City: Kyle
ZIP: 78640	State: TX
County: Hays	Phone Number: (512) 878-6690
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$355.60

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited
Funds During Reporting
Period: \$0.00

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$0.00

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$355.60

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely
From Forfeited Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00
8) K9 Related Costs: \$0.00
9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r)) - This field will be
auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

1) Building Purchase: \$0.00
2) Lease Payments: \$0.00
3) Remodeling: \$0.00
4) Maintenance Costs: \$0.00
5) Utilities: \$0.00
6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

1) Court Costs: \$0.00
2) Filing Fees: \$0.00
3) Insurance: \$0.00
4) Witness Fees (including
travel and security): \$0.00
5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
6) Other (Must provide detail in
box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2020

Typed Name of Head of Agency: Michael Torres

Title: Hays County
Constable, Pct. 2

Date: 11/18/2020

Comments:



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA
County Auditor

marisol.alonzo@co.hays.tx.us

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Vickie Dorsett

First Assistant County Auditor

vickie.dorsett@co.hays.tx.us

December 8, 2021

Honorable Michael Torres
Hays County Constable Precinct 2
5458 FM 2770
Kyle, TX 78640

Dear Constable Torres:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination on the records of the Hays County Constable Precinct 2 Drug Forfeiture Fund and the attached annual Chapter 59 Asset Forfeiture Report for the period of October 1, 2020 to September 30, 2021. The internal examination consisted of reviewing disbursements, receipts, deposits, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records and supporting documentation appear to be accurately maintained in accordance with statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
mva/mm/jv



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2021

Agency Name: [Hays County](#)
[Constable Precinct](#)
[2](#)

Agency Mailing Street:

City: Kyle

P.O. Box 728

ZIP: 78640

State: TX

County: Hays

Phone Number: (512) 878-6690

Agency Fiscal Beginning
Month: October

Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$355.60

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited
Funds During Reporting Period: \$0.00

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$0.00

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$355.60

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0
- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by
Governing Body: \$0.00
- 2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0
- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00
8) K9 Related Costs: \$0.00
9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r)) - This field will be auto-calculated when you SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated when you SAVE or switch sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2021

Typed Name of Head of Agency: Michael Torres

Title: Hays County
Constable, Pct. 2

Date: 11/30/2021

Comments:



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

Vickie Dorsett

County Auditor

Fax: 512-393-2248

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

vickie.dorsett@co.hays.tx.us

October 5, 2021

The Honorable Wes Mau
Criminal District Attorney
Hays Government Center, Suite 2057
712 S. Stagecoach Trail
San Marcos, Texas 78666

Dear Mr. Mau:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of the District Attorney's Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of September 1, 2019 to August 31, 2020. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

Based on the internal examination, except for the following finding and recommendation, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

#1 Calculation of cash on affidavit schedule for case #20-0211 was mathematically inaccurate.

The detailed amount on the cash affidavit schedule summed up to \$4,785, however, the schedule's total amount indicated a total of \$4,777 as the sum of cash seized.

Recommendation:

The Auditor's Office recommends HCDA review cash affidavit schedules for mathematical accuracy. Such a review will ensure seized amounts are accurate and in agreement with the affidavit, schedule of affidavit, and notice of seizure and intended forfeiture.

Management Response

The error has been corrected; no judgment or disbursement was impacted. The Criminal District Attorney's Office has implemented procedures to review all documents at the beginning of the case by a Legal Assistant, Paralegal and a final review by the Office Manager before disbursement.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/mm



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

Agency Information

Agency Information

Agency Name: Hays County
Criminal District
Attorney

City: San Marcos

State: TX

Phone Number: (512) 393-7600

Agency Mailing Street:

712 South Stagecoach Trail Ste. 1071

ZIP: 78666

County: Hays

Agency Fiscal Beginning
Month: September

Agency Fiscal Ending Month: August

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Seized Funds
Balance: \$261,057.00

B) Seizures During Reporting Period:

1) Amount seized by
employees of your agency: \$0.00

2) Amount seized by other agencies: \$197,440.40

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$200,816.40

D) Total Amount of Forfeitures Pending for All Agencies You Represent: \$222,576.22

E) Interest Earned on Seized Funds During Reporting Period: \$0.00

F) Amount Returned to Defendants/Respondents: \$35,140.51

G) Amount Transferred to Forfeiture Account: \$193,180.94

H) Other Reconciliation Items (Must provide detail in box below): \$11,685.00

Description:

Auction proceeds

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$241,860.95

Ending Balance-Mailed Form:

II. Forfeited Funds

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Forfeited Funds Balance: \$69,541.00

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year.
Do not include judgments that are not yet final due to appeal or motions for new trial.
Include interest that was forfeited as part of the judgment.*

1) Amount Forfeited and
Transferred to all Agencies \$122,335.41
Covered by Local Agreement:

2) Amount Forfeited and
Received by Your Agency: \$59,659.27

3) Total Amount Forfeited and
Transferred to all Agencies
Covered by Local Agreement - \$181,994.68
This field will be
auto-calculated when you hit
save or switch sections:

C) Interest Earned on Forfeited
Funds During Reporting \$713.03
Period:

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022

Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.022:

2) Amount Awarded and
Received by your agency \$0.00
pursuant to 59.022:

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.022 - This field \$0.00
will be auto-calculated when
you hit Save or switch
sections:

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023

Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.023:

2) Amount Awarded and
Received By Your Agency \$0.00
Pursuant to 59.023:

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.023 - This field
will be auto-calculated when
you hit Save or switch
sections: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$5,330.26

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$140.00

Description:

Restitution reimbursement for evidence costs originally paid by HCDA.

I) Total Expenditures of
Forfeited Funds During
Reporting Period - This field
will be auto-calculated based
on your answers in the
Expenditures section: \$51,485.94

J) Forfeited Funds Ending
Balance (balance will be
automatically calculated after
expenditures are entered): \$83,897.62

Total Expenditures from Mailed
Form:

Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 8
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 2
- 4) Forfeited to your agency during reporting period: 1
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 5

B) Real Property (Count each parcel seized as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 1
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 0
- 4) Forfeited to your agency during reporting period: 1

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

1) Pending for all agencies at beginning of reporting period: 4

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 3

4) Forfeited to your agency during reporting period: 0

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 3

E) Other Property

To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
20-0903 - Air Jordan 4SE White/Blue	0	0	1	0	0	1
20-0903 - Air Jordan 4 Retro SE red shoes	0	0	1	0	0	1
20-0903 - Air Jordan 4 Retro grey shoes	0	0	1	0	0	1
20-0903 - Air Jordan 11 Retro white shoes	0	0	1	0	0	1
20-0903 - Versace Belt w/ Medusa Belt Buckle	0	0	1	0	0	1
20-0903 - Versace Glasses	0	0	1	0	0	1
18-2767 - Gift Cards worth \$6,700.00	1	0	0	0	0	1
18-0710 - Astro Gaming Headset w/PS4 cable	1	0	0	1	0	0
18-0710 - Beats Wireless Headset	1	0	0	1	0	0
18-0710 - Insignia 4K						

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
Ultra HD 55' LED TV	1	0	0	1	0	0
18-0710 - Wireless Playstation Controller	1	0	0	1	0	0
18-0710 - Sony Playstation-PS4	1	0	0	1	0	0

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned From Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

D) Firearms: 0

C) Computers: 0

E) Other: 0

VI. Expenditures: A - D

Expenditures

This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$1,535.76
(Salary Supplements):

2) Salary Budgeted Solely \$48,666.36
From Forfeited Funds:

3) Number of Employees Paid 4
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$50,202.12
auto-calculated once you hit
save or switch sections:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by \$0.00
Governing Body:

2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59

\$0.00

FUNDS - This field will be auto-calculated once you hit save or switch sections:

Total Overtime from Mailed Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$44.97
- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Visual Aid Equipment for Litigation: \$0.00
- 10) Other (Must provide detail in box below): \$210.00

Description:

Data network installation

11) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$254.97

Total Equipment from Mailed Form:

D) Supplies

- 1) Office Supplies: \$603.66
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH
CHAPTER 59 FUNDS - This \$603.66
field will be auto-calculated
once you hit save or switch
sections:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00
d) Incidental Expenses: \$0.00

e) Total In State Travel - This
field will be auto-calculated
once you hit save or switch \$0.00
sections:

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00
b) Meals & Lodging: \$0.00
c) Mileage: \$0.00
d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total In State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds - This field \$0.00
will be auto-calculated once
you hit save or switch sections:

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences,
Seminars): \$0.00
- 2) Materials (Books, CDs,
Videos, etc.): \$107.00
- 3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$107.00
auto-calculated once you hit
save or switch sections:

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF
CHAPTER 59 FUNDS - This

\$0.00

field will be auto-calculated
once you hit save or switch
sections:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):

2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):

3) Total Donations (pursuant to \$0.00
Articles 59.06 (d-2)):

4) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2)) -
This field will be
auto-calculated once you hit
save or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

1) Building Purchase: \$0.00

2) Lease Payments: \$0.00

3) Remodeling: \$0.00

4) Maintenance Costs: \$0.00

5) Utilities: \$0.00

6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Investigative Costs from
Mailed Form:

J) Miscellaneous Fees

1) Court Costs: \$0.00
2) Filing Fees: \$0.00
3) Insurance: \$0.00
4) Witness Fees (including
travel and security): \$103.19
5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
6) State Bar Dues and Legal
Association Dues: \$0.00
7) Legal Library Supplies and
Access Fees: \$0.00
8) Other (Must provide detail in
box below): \$215.00

Description of Other Miscellaneous Fees:

Citation costs

9) TOTAL MISCELLANEOUS
FEES PAID OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated \$318.19
once you hit save or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (a):
2) Total paid to State Treasury
due to participating in task

force not established in \$0.00
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) Total paid to the Office of the
Attorney General pursuant to \$0.00
59.06(k):

6) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION/
OFFICE OF THE ATTORNEY \$0.00
GENERAL OUT OF
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES -
This field will be \$51,485.94
auto-calculated once you hit
save or switch sections:

Total Expenditures from Mailed
Form:

Financial Professional Certification

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Financial Professional
Acknowledge Terms: Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature

Title

Date

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms: : Yes

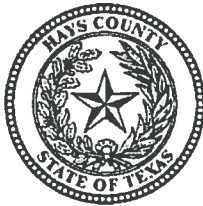
Year: 2020

NAME: Wesley Mau

Hays County
TITLE: Criminal District
Attorney

DATE: 10/28/2020

Comments:



OFFICE OF THE COUNTY AUDITOR

712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

512-393-2283
Fax: 512-393-2248
www.hayscountytexas.com

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

October 5, 2021

The Honorable Gary Cutler
Hays County Sheriff
1307 Old Uhland Road
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Sheriff's Office Federal Discretionary Account for the period of October 1, 2019 to September 30, 2020. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 115.002 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/mm



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1050000
Agency Name: Hays County Sheriff's Office
Mailing Address: 1307 Uhland Road
San Marcos, TX 78666

Type: Sheriff's Office

Agency Finance Contact

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

Jurisdiction Finance Contact

Name: Villarreal-Alonzo, Marisol

Phone: 512-393-2283

Email: marisol.alonzo@co.hays.tx.us

ESAC Preparer

Name: Faulkner, Yvette

Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$45,426,716.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$60,450.93	\$4,974.09
2	Equitable Sharing Funds Received	\$1,673.88	\$12,339.76
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$18,157.26	\$0.00
5	Interest Income	\$578.35	\$91.59
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$80,860.42	\$17,405.44
7	Equitable Sharing Funds Spent (total of lines a - n)	\$24,982.64	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$55,877.78	\$17,405.44

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$1,332.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$21,178.21	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$1,577.56	\$0.00
h	Law Enforcement Awards and Memorials	\$400.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$494.87	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$24,982.64	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Other-Insurance Proceeds	\$18,157.26	

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Janet Pitman, CPA

Company: ABIP, PC

Phone: 210-341-2581

Email: jpitman@abipcpa.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 839781

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cutler, Gary
Title: Sheriff
Email: gary.cutler@co.hays.tx.us

Signature: _____

Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Becerra, Ruben
Title: County Judge
Email: judge.becerra@co.hays.tx.us

Signature: _____

Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

County Auditor

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

Vickie Dorsett

Assistant County Auditor

vickie.dorsett@co.hays.tx.us

November 3, 2021

The Honorable Gary Cutler
Hays County Sheriff
810 S. Stagecoach Trail
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the records of the Hays County Sheriff's Jail Commissary for the period of October 1, 2019 to September 30, 2020. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation determining compliance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and the related records and supporting documentation, along with compliance requirements, appear to be maintained in accordance with statutory requirements under subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to my Office during the internal examination. Please provide a management response to corrective action for the above finding within (30) days of receipt of this letter.

Sincerely,

Marisol Alonzo-Villarreal, CPA
Hays County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071
San Marcos, Texas 78666
Office: 512-393-2283, Fax: 512-393-2248
www.hayscountytexas.com

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

July 20, 2022

The Honorable Gary Cutler
Hays County Sheriff
810 S. Stagecoach Trail
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the records of the Hays County Sheriff's Jail Commissary for the period of October 1, 2020 to September 30, 2021. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation determining compliance with subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

Based on the internal examination, except for the following findings and recommendations, receipts and disbursements appear to be adequately accounted for and the related records and supporting documentation, along with compliance requirements, appear to be maintained in accordance with statutory requirements under subsections 112.002, 115.001, 115.002, and 351.0415 of the Texas Local Government Code.

Expenses Were Recorded Directly into Retained Earnings

The Hays County Sheriff's Office closed out Fiscal Year 2021 prior to paying all Fiscal Year 2021 invoices for goods and services. This resulted in \$4,933.64 of expenditures being recorded to retained earnings rather than the appropriate expenditure.

Recommendation

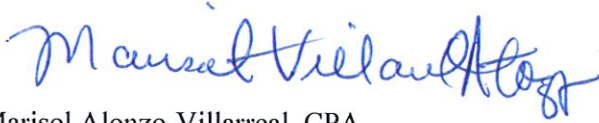
The Auditor's Office recommends the Hays County Sheriff's Office pay all invoices for supplies and services received by fiscal year end prior to closing out the fiscal year in the QuickBooks Accounting Software. The Hays County Sheriff's Office should ensure expenditures are recorded in the proper accounting period. Proper accounting will decrease the risk of loss or misappropriation of funds.

Department Response

To ensure expenditures are recorded in the proper accounting period, the Hays County Sheriff's Office Commissary will ensure the Year End is not closed until all expenditures are processed and paid for that fiscal year.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

A handwritten signature in blue ink, reading "Marisol Alonzo-Villarreal". The signature is fluid and cursive, with the last name being particularly stylized.

Marisol Alonzo-Villarreal, CPA
Hays County Auditor



OFFICE OF THE COUNTY AUDITOR

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

Hays County Auditor

marisol.alonzo@co.hays.tx.us

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Vickie Dorsett

First Assistant County Auditor

vickie.dorsett@co.hays.tx.us

November 10, 2021

The Honorable Gary Cutler
Hays County Sheriff
1307 Old Uhland Road
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Sheriff's Office Federal Discretionary Account for the period of October 1, 2020 to September 30, 2021. The internal examination consisted of reviewing forfeitures, deposits, disbursements, and other supporting documentation.

Based on the internal examination, receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 115.002 of the Texas Local Government Code.

We appreciate the cooperation and assistance provided to the Auditor's Office during the examination.

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/mm



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX1050000
Agency Name: Hays County Sheriff's Office
Mailing Address: 1307 Uhland Road
San Marcos, TX 78666

Type: Sheriff's Office

Agency Finance Contact

Name: Faulkner, Yvette
Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

Jurisdiction Finance Contact

Name: Villarreal-Alonzo, Marisol
Phone: 512-393-2283

Email: marisol.alonzo@co.hays.tx.us

ESAC Preparer

Name: Faulkner, Yvette
Phone: 512-393-7890

Email: yvette.faulkner@co.hays.tx.us

FY End Date: 09/30/2021

Agency FY 2022 Budget: \$50,621,261.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$55,877.78	\$17,405.44
2	Equitable Sharing Funds Received	\$2,801.36	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$19.17	\$5.82
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$2,820.53	\$5.82
7	Equitable Sharing Funds Spent (total of lines a - n)	\$22,256.59	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$36,441.72	\$17,411.26

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$3,998.10	\$0.00
d	Law Enforcement Equipment	\$18,258.49	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$22,256.59	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Janet Pitman**Company:** ABIP, PC**Phone:** 210-341-2581**Email:** jpitman@abipcpa.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 881568

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

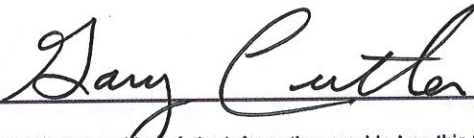
Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cutler, Gary
Title: Sheriff
Email: gary.cutler@co.hays.tx.us

Signature:  Date: 11/29/2021

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Becerra, Ruben
Title: County Judge
Email: judge.becerra@co.hays.tx.us

Signature:  Date: 11-23-2021

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA
County Auditor

512-393-2283

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

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

November 9, 2021

The Honorable Wes Mau
Criminal District Attorney
Hays Government Center, Suite 2057
712 S. Stagecoach Trail
San Marcos, Texas 78666

Dear Mr. Mau:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of the District Attorney's Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report for the period of September 1, 2020 to August 31, 2021. The internal examination consisted of reviewing deposits, disbursements, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, deposits and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

#1 HCDA over disbursed \$527.60 to itself in the April 2021 disbursement.

The correct disbursement per the April 2021 disbursement schedule was \$19,024.24, however, the check written was for \$19,551.84 resulting in an over disbursement of \$527.60.

Recommendation:

The Auditor's Office recommends HCDA implement internal controls that give reasonable assurance that checks written are in accordance with court orders and interlocal agreements. Such internal controls will ensure HCDA is compliant with Article 59.06 of Texas Code of Criminal Procedure.

Management Response:

The error resulted from a nunc pro tunc judgment's filing after the initial report was completed. The Criminal District Attorney's Office has implemented procedures to have a paralegal work on the first disbursement draft report, the Office Manager reviews the paralegal's report and a prosecutor does a final review of all disbursements before checks are written out.

#2 Sworn statements submitted to the attorney representing the state were missing schedules of seized property for cases #20-2366 and #21-1935.

Article 59.03 of Texas Code of Criminal Procedure requires peace officers that seize property to submit a sworn statement that contains a schedule of property seized to the attorney representing the state. 2 (two) out of the 14 (fourteen) case files reviewed were missing the sworn schedules of seized property.

Recommendation:

The Auditor's Office recommends HCDA implement internal controls that give reasonable assurance that sworn statements from peace officers include a schedule of seized property. Such internal controls will ensure HCDA is compliant with Article 59.03 of Texas Code of Criminal Procedure.

Management Response:

The Criminal District Attorney's Office has implemented procedures to have the legal assistant review all documents at intake, and a paralegal does a second review before the Notice of Seizure is filed to insure all documents are accounted for.

#3 Notices of seizure and intended forfeiture had incorrect Vehicle Identification Numbers (VIN) of seized vehicles for case #21-1733, #21-2043, and #21-2073.

HCIA observed the vehicles seized and noted actual VIN numbers did not agree to those included in the notices of seizure and intended forfeiture for three (3) of the eleven (11) separate cases reviewed.

Recommendation:

The Auditor's Office recommends HCDA implement internal controls that give reasonable assurance that VIN numbers are correct prior to filing notices of seizures and intended forfeitures. Such internal controls will ensure HCDA is compliant with Article 59.03 of Texas Code of Criminal Procedures.

Management Response:

The Criminal District Attorney's Office has implemented procedures to request photos of the vehicle identification number (VIN) on all seized vehicles before the Notice of Seizure is filed.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
mva/mm



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

Agency Information

Agency Information

Agency Name: [Hays County](#)
[Criminal District](#)
[Attorney](#)

City: San Marcos

State: TX

Phone Number: (512) 393-7600

Agency Fiscal Ending Month: August

Agency Mailing Street:

712 South Stagecoach Trail Ste. 1071

ZIP: 78666

County: Hays

Agency Fiscal Beginning
Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Seized Funds
Balance: \$241,860.95

B) Seizures During Reporting Period:

1) Amount seized by
employees of your agency:

2) Amount seized by other agencies: \$267,745.98

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$266,056.47

D) Total Amount of Forfeitures Pending for All Agencies You Represent: \$232,520.16

E) Interest Earned on Seized Funds During Reporting Period: \$0.00

F) Amount Returned to Defendants/Respondents: \$53,222.93

G) Amount Transferred to Forfeiture Account: \$208,116.00

H) Other Reconciliation Items (Must provide detail in box below): \$1,525.18

Description:

Auction Proceeds

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$249,793.18

Ending Balance-Mailed Form:

II. Forfeited Funds

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Forfeited Funds Balance: \$83,897.62

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year.
Do not include judgments that are not yet final due to appeal or motions for new trial.
Include interest that was forfeited as part of the judgment.*

1) Amount Forfeited and
Transferred to all Agencies \$128,862.65
Covered by Local Agreement:

2) Amount Forfeited and
Received by Your Agency: \$69,761.37

3) Total Amount Forfeited and
Transferred to all Agencies
Covered by Local Agreement - \$198,624.02
This field will be
auto-calculated when you hit
save or switch sections:

C) Interest Earned on Forfeited
Funds During Reporting \$39.63
Period:

D) Amount Awarded For All Agencies You Represent Pursuant to 59.022

Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.022:

2) Amount Awarded and
Received by your agency \$0.00
pursuant to 59.022:

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.022 - This field \$0.00
will be auto-calculated when
you hit Save or switch
sections:

E) Amount Awarded For All Agencies You Represent Pursuant to 59.023

Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023

1) Amount Awarded and
Transferred to All Agencies \$0.00
Pursuant to 59.023:

2) Amount Awarded and
Received By Your Agency \$0.00
Pursuant to 59.023:

3) Total Amount Awarded For
All Agencies You Represent
Pursuant to 59.023 - This field
will be auto-calculated when
you hit Save or switch
sections: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$3,037.30

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$34.05

Description:

Restitution reimbursement for evidence costs originally paid by HCDA

I) Total Expenditures of
Forfeited Funds During
Reporting Period - This field
will be auto-calculated based
on your answers in the
Expenditures section: \$274.87

J) Forfeited Funds Ending
Balance (balance will be
automatically calculated after
expenditures are entered): \$156,495.10

Total Expenditures from Mailed
Form:

Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- | | |
|--|----|
| 1) Pending for all agencies at beginning of reporting period: | 5 |
| 2) Seized by your agency during reporting period: | 0 |
| 3) New petitions filed for all agencies during reporting period: | 10 |
| 4) Forfeited to your agency during reporting period: | 3 |
| 5) Put into service by your agency during reporting period: | 0 |
| 6) Pending for all agencies at end of reporting period: | 10 |

B) Real Property (Count each parcel seized as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- | | |
|--|---|
| 1) Pending for all agencies at beginning of reporting period: | 0 |
| 2) Seized by your agency during reporting period: | 0 |
| 3) New petitions filed for all agencies during reporting period: | 0 |
| 4) Forfeited to your agency during reporting period: | 0 |
| 5) Put into service by your agency during reporting period: | 0 |
| 6) Pending for all agencies at end of reporting period: | 0 |

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- | | |
|--|---|
| 1) Pending for all agencies at beginning of reporting period: | 0 |
| 2) Seized by your agency during reporting period: | 0 |
| 3) New petitions filed for all agencies during reporting period: | 0 |
| 4) Forfeited to your agency during reporting period: | 0 |

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

1) Pending for all agencies at beginning of reporting period: 3

2) Seized by your agency during reporting period: 0

3) New petitions filed for all agencies during reporting period: 4

4) Forfeited to your agency during reporting period: 2

5) Put into service by your agency during reporting period: 0

6) Pending for all agencies at end of reporting period: 5

E) Other Property

To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
20-0903 - Air Jordan 4SE white/blue shoes	1	0	0	0	0	1
20-0903 - Air Jordan 4 Retro SE red shoes	1	0	0	0	0	1
20-0903 - Air Jordan 4 Retro grey shoes	1	0	0	0	0	1
20-0903 - Air Jordan 11 Retro White shoes	1	0	0	0	0	1
20-0903 - Versace Belt with Medusa Belt Buckle	1	0	0	0	0	1
20-0903 - Versace Glasses	1	0	0	0	0	1
18-2767 - Gift Cards worth \$6,700	1	0	0	0	0	1

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned From Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

D) Firearms: 0

C) Computers: 0

E) Other: 0

VI. Expenditures: A - D

Expenditures

This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely
From Forfeited Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$194.87

- 6) Maintenance Costs: \$0.00
- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Visual Aid Equipment for
Litigation: \$0.00
- 10) Other (Must provide detail
in box below): \$0.00

Description:

11) TOTAL EQUIPMENT
PURCHASED WITH
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$194.87

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH
CHAPTER 59 FUNDS - This
field will be auto-calculated
once you hit save or switch
sections: \$0.00

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

e) Total In State Travel - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total In State Travel from Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total In State Travel from Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of Chapter 59 Funds - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences, Seminars): \$0.00
- 2) Materials (Books, CDs, Videos, etc.): \$0.00
- 3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Training from Mailed Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment Programs (pursuant to 59.06 \$0.00

(d-3(6), (h), (j)):

2) Total Financial Assistance
(pursuant to Articles 59.06 (n) and (o)): \$0.00

3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00

4) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2)) - \$0.00
This field will be
auto-calculated once you hit
save or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

1) Building Purchase: \$0.00

2) Lease Payments: \$0.00

3) Remodeling: \$0.00

4) Maintenance Costs: \$0.00

5) Utilities: \$0.00

6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS - This field will be \$0.00
auto-calculated once you hit
save or switch sections:

Total Investigative Costs from
Mailed Form:

J) Miscellaneous Fees

1) Court Costs: \$0.00

2) Filing Fees: \$0.00

3) Insurance: \$0.00

- | | |
|--|---------|
| 4) Witness Fees (including travel and security): | \$0.00 |
| 5) Audit Costs and Fees (including audit preparation and professional fees): | \$0.00 |
| 6) State Bar Dues and Legal Association Dues: | \$0.00 |
| 7) Legal Library Supplies and Access Fees: | \$0.00 |
| 8) Other (Must provide detail in box below): | \$80.00 |

Description of Other Miscellaneous Fees:

Citation costs

- | | |
|---|---------|
| 9) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: | \$80.00 |
|---|---------|

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General

- | | |
|--|--------|
| 1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (a): | \$0.00 |
| 2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1): | \$0.00 |
| 3) Total paid to General Fund pursuant to 59.06 (c-3) (C) (Texas Department of Public Safety only): | \$0.00 |
| 4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p): | \$0.00 |
| 5) Total paid to the Office of the Attorney General pursuant to 59.06(k): | \$0.00 |
| 6) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION/ OFFICE OF THE ATTORNEY GENERAL OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated | \$0.00 |

once you hit save or switch
sections:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT \$0.00
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES -
This field will be
auto-calculated once you hit
save or switch sections: \$274.87

Total Expenditures from Mailed
Form:

Financial Professional Certification

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Financial Professional
Acknowledge Terms: Yes

Typed Name of Auditor/Treasurer/Accounting Professional/Preparer:: Marisol Villarreal-Alonzo, CPA

Title: Hays County Auditor

Additional Signature Instructions

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature	Title	Date
-----------	-------	------

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the above terms: : Yes

Year: 2021

NAME: Wesley Mau

Hays County
TITLE: Criminal District Attorney

DATE: 10/27/2021

Comments:



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste.1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA

512-393-2283

County Auditor

Fax: 512-393-2248

marisol.alonzo@co.hays.tx.us

www.hayscountytexas.com

Vickie Dorsett

Assistant County Auditor

vickie.dorsett@co.hays.tx.us

November 4, 2021

The Honorable Gary Cutler
Hays County Sheriff
1307 Old Uhland Road
San Marcos, Texas 78666

Dear Sheriff Cutler:

In accordance with subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure, the Auditor's Office performed an internal examination of the records of Hays County Sheriff's Drug Forfeiture Fund and the attached annual Code of Criminal Procedure Chapter 59 Asset Forfeiture Report (the Report) for the period of October 1, 2019 to September 30, 2020. The internal examination consisted of reviewing seizures, deposits, disbursements, and other supporting documentation.

Based on the internal examination of the Hays County Sheriff Office's (HCSO) records provided to the Auditor's Office, the Auditor's Office proposed material adjustments to HCSO records prior to issuance of the Report to ensure compliance with Chapter 59 (Ch. 59).

Based on the internal examination, except for the findings described below, seizures, receipts, and disbursements appear to be adequately accounted for and the overall condition of financial records and supporting documentation appear to be accurately maintained in accordance with the statutory requirements under subsection 115.0035 of the Texas Local Government Code and Article 59.06 of the Texas Code of Criminal Procedure.

#1 Fiscal Year 2020 cash and property seizures were inaccurately reported in the schedule of seizures provided to the Auditor's Office by HCSO.

A cash seizure in the amount of \$1,657 related to Hays County District Attorney's Office (HCDA) case #19-3129 was executed by a peace officer employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO inaccurately reported seizures to the Auditor's Office.

A cash seizure in the amount of \$2,015 related to HCDA case #20-1126 was executed by a peace officer with Hays County Narcotics Task Force (HCNTF) and employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO inaccurately reported seizures to the Auditor's Office.

A cash seizure in the amount of \$1,001 related to HCDA case #20-1688 was executed by a peace officer with HCNTF and employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO inaccurately reported seizures to the Auditor's Office.

A motor vehicle seizure related to HCDA case #20-2366 was executed by a peace officer with HCNTF and employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO inaccurately reported seizures to the Auditor's Office.

A firearm seizure related to HCDA case #20-0714 was executed by a peace officer with HCNTF and employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO inaccurately reported firearm seizures to the Auditor's Office.

#2 HCSO did not identify or report correct seizures in the prior Fiscal Year. As such, the Fiscal Year 2019 Ch. 59 Asset Forfeiture Report required an amendment to comply with the reporting requirements of Ch. 59 Asset Forfeitures.

A seizure in the amount of \$6,980 related to HCDA case #19-2297, seized 8/15/2019, was executed by a peace officer with HCNTF and employed by HCSO but was excluded from the schedule of seizures maintained by HCSO. As such, HCSO failed to accurately report seizures as required by Ch. 59 reporting requirements. The Fiscal Year 2019 Ch. 59 Asset Forfeiture Report was inaccurate, and an amendment was submitted to the Office of Attorney General to reflect the correct seizure amount.

#3 Fiscal Year 2020 forfeitures were inaccurately accounted for in the schedule of forfeitures provided to the Auditor's Office by HCSO.

Proceeds from the sale of forfeited property related to case #12-0154 and case #14-0385 were excluded from the schedule of forfeitures provided to the Auditor's Office by HCSO.

In addition, motor vehicles returned to respondents related to HCDA cases #17-2086, #18-2853, and #18-1347 executed by peace officers with HCNTF and employed by HCSO were excluded from the schedule of forfeitures maintained by HCSO. As such, HCSO failed to accurately report motor vehicles returned to respondents to the Auditor's Office.

Recommendation:

The Auditor's Office recommends HCSO undertake a thorough review of its internal controls over Ch. 59 forfeiture reporting requirements and implement adequate internal controls to ensure HCSO forfeitures are accurately accounted for to prevent errors and misstatements from occurring in the future. All reporting inaccuracies were corrected and adjusted for on the final Fiscal Year 2020 Chapter 59 compliance report.

Management Response:

The Sheriff's Office has reviewed its agency's Chapter 59 reporting requirements and has implemented new procedures on the Chapter 59 asset forfeiture process along with standard operating procedures for future reference. Such changes include the creation of a master list of all seizures for the agency tracked by a Crime Analyst. These reports will be funneled to the Crime Analyst from the records management system to cross-reference with probable cause affidavits received for seizures filed. The Crime analyst will also be in contact with the District Attorney's Office for reconciliation of pending and awarded cases. The Crime Analyst and Budget Manager will meet quarterly to review pending and awarded seizures filed under Chapter 59 Asset Forfeiture Report.

We appreciate the cooperation and assistance provided to my Office during the internal examination.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/mm



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2020

Agency Name: [Hays County Sheriff's Dept.](#)

Agency Mailing Street:

City: San Marcos

1307 Uhland Road

ZIP: 78666

State: TX

County: Hays

Phone Number: (512) 393-7808

Agency Fiscal Beginning Month: October

Agency Fiscal Ending Month: September

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$205,981.98

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$205,981.98

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$170,912.92

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$31,566.50

C) Interest Earned on Forfeited Funds During Reporting Period: \$1,406.79

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$4,658.37

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$55,607.23

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$152,937.35

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

- 1) Seized: 3
- 2) Forfeited to Agency: 0
- 3) Returned to
Defendants/Respondents: 3
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized:
- 2) Forfeited to Agency: 0
- 3) Returned to
Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to
Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 1
- 2) Forfeited to Agency: 0
- 3) Returned to
Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
Gold Chain with pendant	1	0	0	0

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely
From Forfeited Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by
Governing Body: \$0.00

2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00

3) Number of Employees Paid
Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$2,903.76

3) Firearms, Protective Body
Armor, Personal Equipment: \$8,962.30

4) Furniture: \$0.00
5) Software: \$18,953.20
6) Maintenance Costs: \$0.00
7) Uniforms: \$3,353.60
8) K9 Related Costs: \$6,069.35
9) Other (Must provide detail in
box below): \$1,940.44

Description:

Signage, hydraulic spreader, drone equipment.

10) TOTAL EQUIPMENT
PURCHASED WITH \$42,182.65
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$158.63
2) Mobile Phone and Data
Account Fees: \$0.00
3) Internet: \$0.00
4) Other (Must provide detail in
box below): \$225.00

Description:

business cards

5) TOTAL SUPPLIES
PURCHASED WITH \$383.63
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

- e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

- 1) Fees (Conferences, Seminars): \$0.00
- 2) Materials (Books, CDs, Videos, etc.): \$4,453.00
- 3) Other (Must provide detail in box below): \$1,380.00

Description:

Exam Costs

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$5,833.00

Total Training from Mailed
Form:

G) Investigative Costs

1) Informant Costs: \$0.00

2) Buy Money: \$500.00

3) Lab Expenses: \$0.00

4) Other (Must provide detail in
box below): \$6,707.95

Description:

LE Mobile Technology, database research.

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF
CHAPTER 59 FUNDS: \$7,207.95

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment
Programs (pursuant to 59.06
(d-3(6), (h), (j)): \$0.00

2) Total Financial Assistance
(pursuant to Articles 59.06 (n)
and (o)): \$0.00

3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00

4) Total scholarships to
children of officers killed in the

line of duty (pursuant to Article 59.06 (r)): \$0.00

5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2), (r)) - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

1) Building Purchase: \$0.00
2) Lease Payments: \$0.00
3) Remodeling: \$0.00
4) Maintenance Costs: \$0.00
5) Utilities: \$0.00
6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

1) Court Costs: \$0.00
2) Filing Fees: \$0.00
3) Insurance: \$0.00
4) Witness Fees (including travel and security): \$0.00
5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00

6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds
- This will be auto-calculated when you SAVE or switch sections: \$0.00

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task force not established in accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) (Texas Department of Public Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and Human Services Commission pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$55,607.23

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Marisol
Villarreal-Alonzo

Title: Hays County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture

report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2020

Typed Name of Head of
Agency:: Gary Cutler

Title: Sheriff

Date: 11/30/2020

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to approve an Agreement with Permitium LLC for an Online Vital Records Requests Application for the Hays County Clerk's Office. **BECERRA/CARDENAS**

Summary:

Authorize the County Judge to approve an Agreement with Permitium LLC for an Online Vital Records Requests Application for the Hays County Clerk's Office. There is no cost to the county for these services which all customers to request their records fully electronically.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A costs passed through to the applicants

G/L Account Validated Y/N?: N/A, costs passed through to the applicants

New Revenue Y/N?: N/A

Comments:

Attachments

Premintium License Agreement

USER LICENSE AGREEMENT FOR AN ONLINE VITAL RECORDS REQUEST APPLICATION

This user license agreement for an online vital records request application (the “User License Agreement”) is made and entered into this 5th day of August, 2022, by and between the Hays County Clerk (the “CLIENT”) and Permitium, LLC (“Permitium”), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

- 1. Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.
- 2. Basic Obligations of the CLIENT.** For any services requested in writing by the CLIENT, the CLIENT agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
- 3. Term.** Contract will be effective from August 5, 2022, through August 4, 2025. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
- 4. Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will be itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
- 5. Termination for Cause.** At any time after 30 days of the software deployment, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.
- 6. Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability, \$5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days’ written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as

defined within this User License Agreement will be capped at the greater of the compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
8. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium's possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium's products and services. Except as essential to Permitium's obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained, and that no person shall be

permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:

- 10.1.** All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
- 10.2.** Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 10.3.** All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.
- 10.4.** Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.
- 10.5.** All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

11. Standard of Care. Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of services and records governed by this User License Agreement.

12. Indemnification. Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

- 13. Relationship of Parties.** Permitium shall be an independent contractor of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.
- 14. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.
- 15. Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.
- 16. Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.
- 17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.
- 18. Texas Law.** Texas law will govern the interpretation and construction of the User License Agreement. Venue for any claims or controversies arising from or in connection with this Agreement shall be in a court of competent jurisdiction in Hays County, Texas or in the United States District Court—Western District, if applicable.
- 19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
- 20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

21. Notices. Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Matt Solomon

If to CLIENT:
Hays County
Attn: Vital Statistics
712 S. Stagecoach Trail
San Marcos, Texas 78666

22. Cooperative Procurement. As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the CLIENT under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do not include other public agencies and the CLIENT makes no guarantee as to their participation.

23. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Hays County Clerk

PERMITIUM, LLC

Printed Name: Elaine Cardneas MBA PhD

Printed Name:

Signed:

Signed:

ITS: Hays County Clerk

ITS: President

DATE:

DATE: _____

Hays County Judge

Printed Name: Ruben Becerra

Signed:

ITS: Hays County Judge

DATE:

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's process and **Permitium's** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client's staff during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client's staff as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

Implementation Team

Permitium	Support Team	855-712-PERM	support@permitium.com
Client	Executive Sponsor		
	Project Manager		

Data and Security

All data collected in the Client's instance of **VitalDirector** is the property of the Client. **Permitium** does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Cost for **VitalDirector** software, implementation services or support – Permitium will charge ____ \$4.00 for all transactions as an embedded fee or

 X \$4.00 passed on as a convenience fee back to the applicant for each application submitted.

Credit card company fees are passed through to the applicant by Permitium based on our contract rate along with a \$0.35 vital verify fee, when applicable. The current rate is \$0.30 per transaction plus 3.3% of the total transaction.

Permitium will charge our convenience fees and applicable credit card fees for all orders processed through Permitium regardless of if payment is received and/or the method of payment.

Any needed Digital Conversion Services by the Client performed by Permitium will be available anytime under this agreement utilizing an existing cooperative purchasing program called the Charlotte Cooperative Purchasing Agreement (CCPA). The CCPA coop government rates can be found at www.charlottealliance.org



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor:

Commissioner Jones

Co-Sponsor:

Commissioner Shell

Agenda Item:

Authorize the Commissioner Pct. 2 and Commissioner Pct. 3 Office to utilize available funding from their operating budgets to fund an Official Texas Historical Marker for the San Vicente Cemetery in Kyle and amend the budget accordingly.

JONES/SHELL

Summary:

The San Vicente Cemetery has a long history within the Hispanic Community in Hays County. The Mendez family has been working with the State Historical Commission to obtain approval for the marker and has submitted all the required documentation. Funding is needed to finalize this marker which will signify the historical importance of this cemetery in our community. Both Commissioners in Pct. 2 & 3 have available funds within their current operating budgets to fund this request.

Fiscal Impact:

Amount Requested: \$2,300

Line Item Number: 001-602-00.5353 - \$1,150

001-603-00.5353 - \$1,150

Budget Office:

Source of Funds: General Funds

Budget Amendment Required Y/N?: Yes

Comments: Commissioner Pct. 2 currently has \$900 available in the community program line item.

Budget Amendment:

\$250 - Increase Commissioner Pct. 2 Community Program Expense 001-602-00.5353

(\$250) - Decrease Commissioner Pct. 2 Equipment Maint 001-602-00.5411

\$1,150 - Increase Commissioner Pct. 3 Community Program Expense 001-603-00.5353

(\$400) - Decrease Commissioner Pct. 3 Continuing Education 001-603-00.5551

(\$250) - Decrease Commissioner Pct. 3 Printing 001-603-00.5461

(\$500) - Decrease Commissioner Pct. 3 Telephone Expense 001-603-00.5489

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Community Program Expense

New Revenue Y/N?: N/A

Comments: N/A



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2022 quarterly financial reporting. **BECERRA/DORSETT**

Summary:

This budget amendment is for line item transfers within various departments and funds. No additional funds are required.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: Various

Budget Office:

Budget Amendment Required Y/N?: YES

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Various

New Revenue Y/N?:

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Lisa Day

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Juvenile Probation Department to accept \$4,800.00 additional grant funding from the Texas Juvenile Justice Department (TJJD) for PREA monitoring services and amend the budget accordingly. **BECERRA/DAY**

Summary:

The Juvenile Probation Department received additional funding from TJJD for required PREA monitoring services that are conducted at the Hays County Juvenile Detention Center. The PREA Juvenile Facility Standards outline steps to prevent sexual abuse and harassment of youth in confinement. TJJD provides funding for the audit to ensure the facility is in compliance with the Federal Rape Elimination Act (PREA) standards. No county funds are required.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-686-99-171]

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

Budget Amendment:

(\$4,800) - Increase Intergovernmental Revenue 001-686-99-171.4301

\$4,800 - Increase Contract Services 001-686-99-171.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues and Contract Services

New Revenue Y/N?: Yes

Comments: N/A



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Lisa Day

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Juvenile Probation Department to accept \$5,297.19 additional funding from the Texas Juvenile Justice Department (TJJD) for Risk & Needs Assessment services and amend the budget accordingly. **BECERRA/DAY**

Summary:

The Juvenile Probation Department received additional funding from TJJD for juvenile assessment planning upon intake. The funds are utilized to purchase the Noble Assessment software which allows Juvenile Probation Officers to complete assessments and determine services that are needed and provide a treatment program for the juvenile. This plan is reviewed on a monthly basis and is required by TJJD. No county funds are required.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-686-99-172]

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$5,298) - Increase Intergovernmental Revenue 001-686-99-172.4301

\$5,298 - Increase Contract Services 001-686-99-172.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues and Contract Services

New Revenue Y/N?: Yes

Comments:N/A



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to call for a public hearing on August 23, 2022 to establish stop & yield locations in the River Oaks of Wimberley subdivision as shown on map provided and described in the agenda item summary. **SHELL/BORCHERDING**

Summary

In response to a request by the property-owners within this subdivision, there is a need to establish stop & yield locations at multiple intersections for safety:

- > STOP on Rambling Oaks Drive at Oak Run Drive
- > STOP on Oak Knob Drive at Oak Run Drive
- > STOP on Windmill Oaks Drive at Oak Run Drive
- > STOP on Oak Knob Drive at Ridge Oak Drive
- > STOP on Windmill Oaks Drive at Ridge Oak Drive
- > STOP on Ridge Oak Drive at River Oaks Drive
- > YIELD on Oak Heights at Rambling Oaks Drive
- > YIELD on Hidden Oaks at Rambling Oaks Drive
- > YIELD on Canyon Oaks Drive at Windmill Oaks Drive
- > YIELD on Oak Valley Drive at Windmill Oaks Drive

Attachments

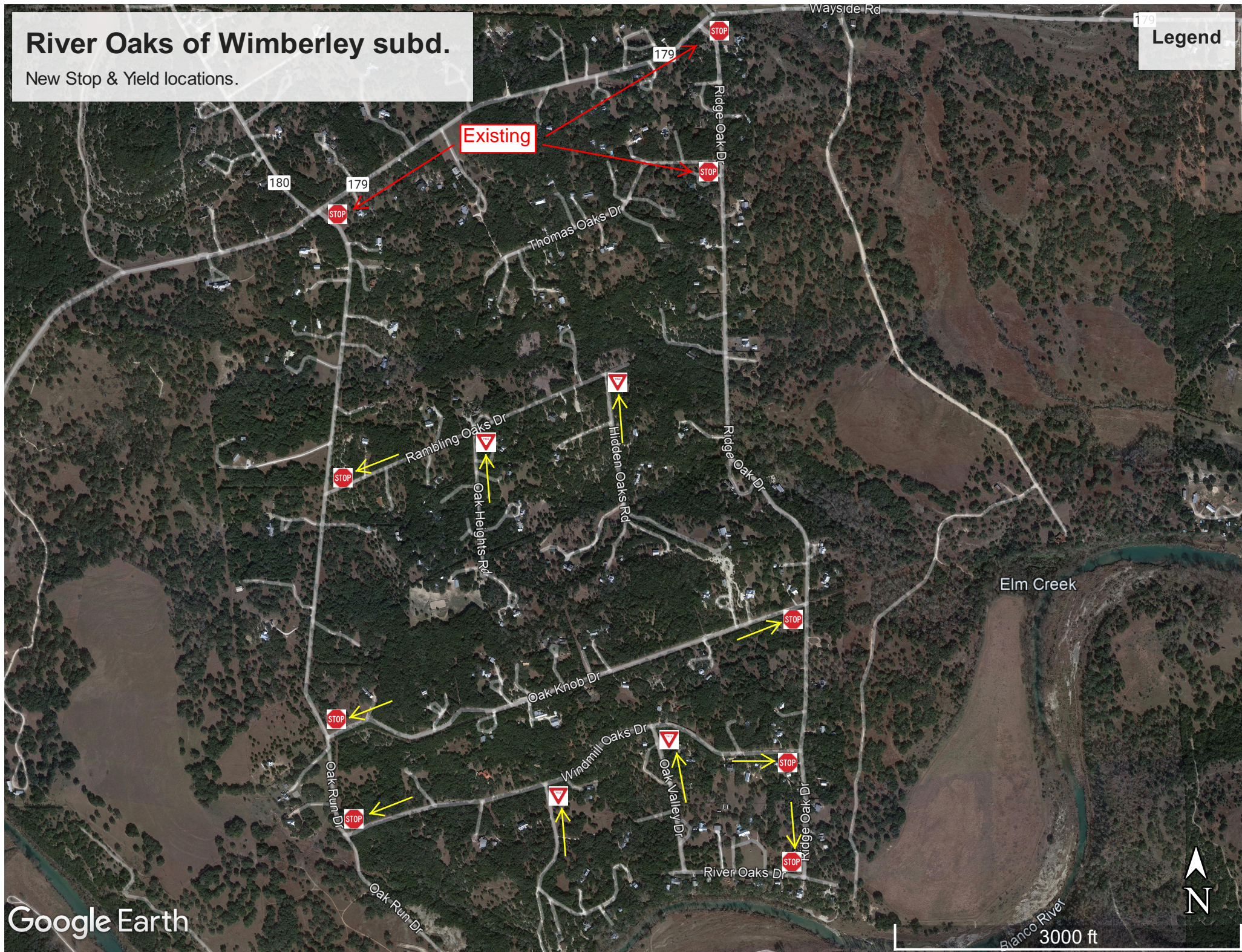
River Oaks of Wimberley subd. map

River Oaks of Wimberley subd.

New Stop & Yield locations.

179

Legend





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap 11-1, LLC for Hymeadow, Section 3, Phase 3 (154 lots), and amend the budget accordingly.

INGALSBE/BORCHERDING

Summary:

A Traffic Impact Analysis (TIA) prepared for the development identified a pro-rata share for off-site improvements of \$334 per lot. With this agreement, the developer will provide Hays County with \$51,436 for these future improvements.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 020.2010_187

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?: Yes, Liability

New Revenue Y/N?: Revenue will be recognized as project is completed.

Comments: Funds to be deposited in escrow account 020.2010_187 Hymeadow Escrow.

Attachments

Hymeadow, 3-3, TIA

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between **Arroyo Cap II-1, LLC**, a Delaware limited liability company, hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**" regarding HYMEADOW SECTION THREE PHASE THREE, a subdivision recorded in Document No. 22034462, Official Public Records of Hays County, Texas, consisting of 154 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of \$727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County \$334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars (\$334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after the later of recording of such final plat or execution of this Agreement. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at \$334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement.

Notwithstanding anything to the contrary contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County:	111 E. San Antonio San Marcos, Texas 78666 ATTN: Mark Kennedy
Developer:	c/o Arroyo Capital, LLC 18575 Jamboree Rd., Suite 350 Irvine, California 92612 Attn.: Leigh Austin
With copy to:	c/o Oaktree Capital Management, L.P. 333 S. Grand Ave., 28 th Floor Los Angeles, CA 90071 Attn.: Jason Keller
And copy to:	c/o Oaktree Capital Management, L.P. 333 S. Grand Ave., 28 th Floor Los Angeles, CA 90071 Attn.: Cary L. Kleinman
And copy to:	Rutan & Tucker, LLP 18575 Jamboree Rd., Suite 900 Irvine, CA 92612 Attn.: F. Kevin Brazil, Esq.
And copy to:	Starlight Homes Texas L.L.C. 10721 Research Blvd, Suite B-210 Austin, Texas 78759 Attn: Keith Pearson

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be

delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 9. Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 10. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 12. Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Additional Documents. The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2022.

County of Hays:

By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas, Hays County Clerk

Developer:

ARROYO CAP II-1, LLC, a
Delaware limited liability company

By: Arroyo Capital II, LLC, a Delaware
limited liability company, its sole member

By: Jeff B Brouelette
Jeffrey B. Brouelette, Executive Vice President



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute two TIA Contribution agreements between Hays County and Lennar Homes for Sunset Oaks, Section 4, Phase 2A (138 lots) and Sunset Oaks, Section 4, Phase 2B (152 lots), and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

A Traffic Impact Assessment (TIA) prepared for this development identified a pro-rata share of off-site road improvements of \$334 per lot. With these agreements, the developer will provide Hays County with \$96,860 toward those improvements.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 020.2010_186

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?: Yes, Liability

New Revenue Y/N?: Revenue will be recognized as project is completed.

Comments: Funds to be deposited in escrow account 020.2010_186 Sunset Oaks Escrow.

Attachments

Sunset Oaks TIA 2A

Sunset Oaks TIA 2B

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between Lennar Homes Land & Const, Ltd., hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**," regarding Sunset Oaks Sec 4, Phase 2A, a subdivision recorded in Volume 22030469, of the Plat Records of Hays County, Texas, consisting of 138 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of \$727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County \$334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars (\$334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after recording of such final plat. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at \$334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary

contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County:	111 E. San Antonio San Marcos, Texas 78666 ATTN: Mark Kennedy
Developer:	Lennar Homes Land & Const, Ltd. 13620 N FM 620, Bldg B, Suite 150, Austin, Texas 78717 ATTN: <u>Bill Barton</u>

And

ATTN: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 9. Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 10. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 11. No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 12. Public Information Act. Hays County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 13. Additional Documents. The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2021.

County of Hays:

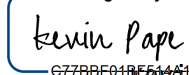
By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas, Hays County Clerk

Developer:

Lennar Homes Land & Construction, Ltd.

DocuSigned by:
By: 
Name: Kevin Pape
Title: Vice President land development

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT ("Agreement") is made by and between Lennar Homes Land & Const. Ltd, hereinafter called the "**Developer**", and **Hays County**, a political subdivision of the State of Texas, hereinafter called the "**County**," regarding Sunset Oaks Sec 4, Phase 2B, a subdivision recorded in Volume 22034488, of the Plat Records of Hays County, Texas, consisting of 152 residential lots.

WITNESSETH:

WHEREAS, the County has, or is contemplating, entering into this TIA Contribution Agreement with the Developer to facilitate the construction by the County of certain offsite traffic improvements with a subtotal of \$727,400.00 (the estimated "**Project Costs**") which are related to the Sunset Oaks/Hymeadow Subdivision in Hays County, Texas (the "**Subdivision**"), said traffic improvements, as reflected on Table 1 attached hereto (the "**Project**").

WHEREAS, multiple parties own and are developing the Subdivision, and the County has, or will, enter into agreements with such parties requiring each party who owns and is developing a portion of the Subdivision to pay to the County \$334.00 per residential lot in the portion of the Subdivision owned by that party as a contribution to the cost of the Project.

WHEREAS, the County agrees that so long as Developer pays Developer's Contribution (defined in Article 2) to the County, the amount so paid will represent all of Developer's financial or other responsibility or contributions for the Project and Developer will not be responsible for any other shared costs related to the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed.

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars (\$334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer ("**Developer's Contribution**") within three (3) business days after recording of such final plat. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer's Contribution for the Project is capped at \$334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary

contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

Article 3. Compliance with Conditions of TIA Contribution Agreement between Hays County and the Developer

The County acknowledges that the Developer has no responsibility for any Project Costs outside of the items mentioned in Article 2 herein.

Article 4. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after separate written consent of the parties), addressed to such party at the following addresses:

Hays County: 111 E. San Antonio
San Marcos, Texas 78666
ATTN: Mark Kennedy
Lennar Homes Land & Const, Ltd.

Developer: 13620 N FM 620, Bldg B, Suite 150, Austin, TX, 78717
ATTN: Bill Barton

And

ATTN: _____

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 5. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 6. Lawful Authority. The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 7. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 8. Indemnification. It is understood and agreed between the Parties that the County and the Developer, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

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Article 14. Compliance with Laws. In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 15. Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2021.

County of Hays:

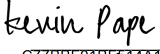
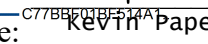
By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas, Hays County Clerk

Developer:

Lennar Homes Land & Const, Ltd.

DocuSigned by:
By: 
Name: 
Title: _____ vice President land development



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-1893-NP; 272 AC Fitzhugh, Preliminary Plan (37 lots). Discussion and possible to approve the preliminary plan. SHELL/PACHECO

Summary

272 AC Fitzhugh, Prelim is a proposed 37 lot subdivision across 271.1 acres along West Fitzhugh Road in Dripping Springs and within Commissioner Precinct 3.

All roads being proposed within the development will be constructed and inspected to Hays County Transportation standards and privately maintained.

Water utility service is being provided by individual private wells. Wastewater treatment is being accomplished by individual on-site sewage facilities.

Attachments

Prelim Plan

Location Map

NO.	TITLE
1	COVER SHEET
2	PRELIMINARY PLAN SHEET 1 OF 2
3	PRELIMINARY PLAN SHEET 2 OF 2
4	DRAINAGE PLAN
5	WATER AND FIRE LAYOUT

5513 FOXFIELD LN
AUSTIN, TX 78738
(512) 413-2714

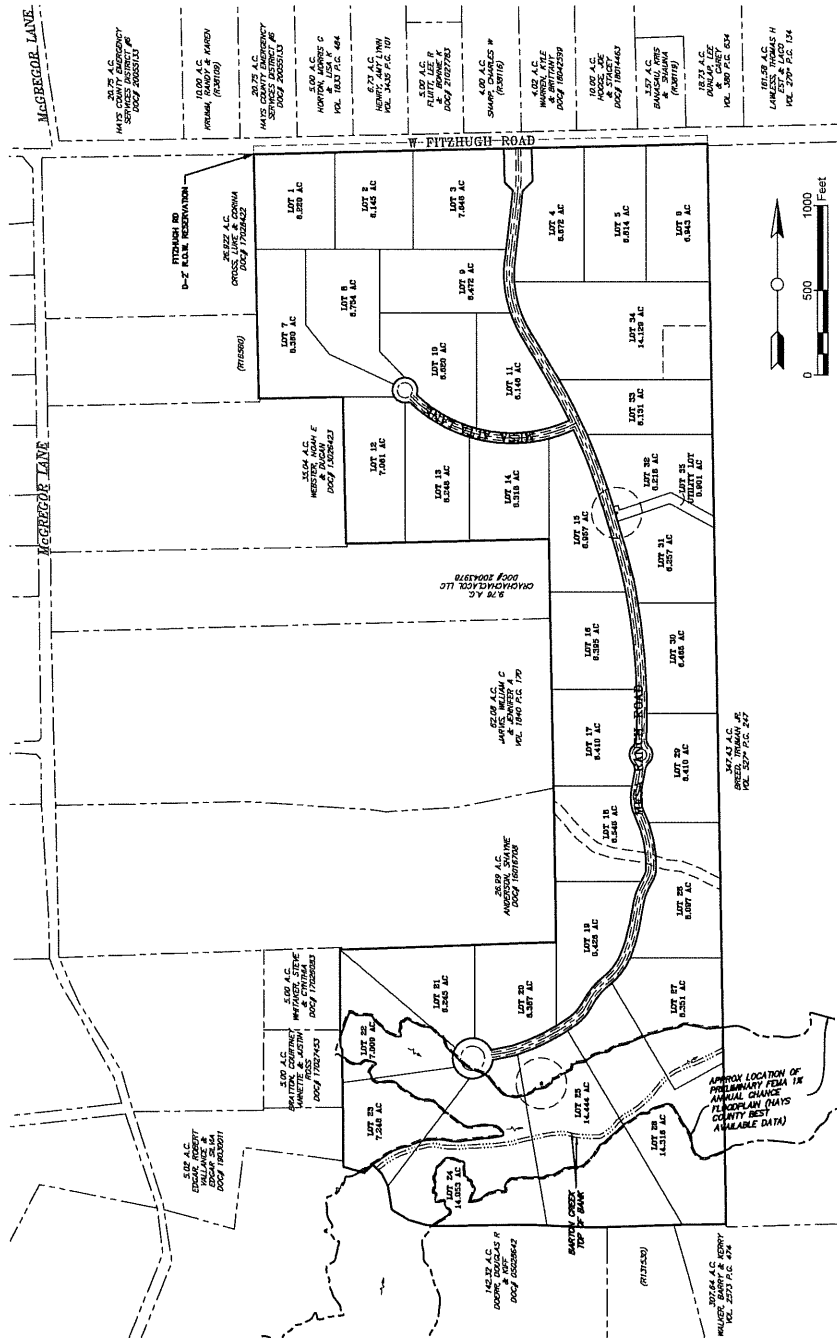
MILLER GRAY, LLC
J. TRAVIS WILSON, P.E.
7320 NORTH MOPAC EXPY, SUITE 203
AUSTIN, TEXAS 78731
(512) 861-5300

1.	A FIFTY- (50) FOOT PILE IS HEREBY DEDICATED TO THE USE OF THE STREET ROW. A FIVE FOOT PILE IS ADJACENT TO THE STREET ROW. A FIVE FOOT PILE IS ADJACENT TO EACH SIDE OF THE LOT LINE AND A TEN (10) FOOT PILE IS HEREBY DEDICATED TO THE USE OF THE STREET ROW. A FIVE FOOT PILE IS ADJACENT TO ALL REAR LOT LINES ON ALL LOTS. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE TO BE DETERMINED BY THE CITY OF HAVS COUNTY.	WATER: ON-SITE WELLS	WASTEWATER: ON-SITE SEWAGE FACILITIES	ELECTRIC: FEDERAL/STATE ELECTRIC COOPERATIVE	TELEPHONE: SPECTRUM	NATURAL GAS: N/A
2.	A PORTION WITHIN THE BOUNDARIES OF THIS SUBDIVISION ARE IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM PANELS 4829C0025E DATED SEPTEMBER 2, 2005 AND 4829C0085E DATED SEPTEMBER 2, 2005.					
3.	TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION. ALL EASEMENTS AND RIGHT OF WAYS TO THE PAYMENT TO BE THE PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.					
4.	POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAVS COUNTY. THE OWNER OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND MAINTAIN A MAINTENANCE PLAN FOR THE 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.					
5.	ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAVS COUNTY STANDARDS.					
6.	DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAVS COUNTY ZONING REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAVS COUNTY UNDER CHAPTER 751.					
7.	ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAVS COUNTY STANDARD.					
8.	MAILBOXES PLACED WITHIN THE ROW. SHALL BE OF AN APPROVED TYPED OR FHWA DESIGN.					
9.	THE ROADWAYS' WITHIN THIS SUBDIVISION WILL BE IN COMPLIANCE WITH THE GEOMETRIC DESIGN OF HIGHWAYS AND STREETS (ASHTO) STANDARDS.					
10.	A 150 FOOT SETBACK. IS REQUIRED FROM BARTON CREEK TO ALL EFFLUENT DISPOSAL AREAS FOR CSF SYSTEMS.					
11.	THIS PROJECT LIES ENTIRELY WITHIN THE EDWARDS SUBDIVISION. THE SUBDIVISION IS A RECHARGE ZONE. THE PROJECT LIES WITHIN THE EDWARDS AQUIFER.					

1. THIS SUBDIVISION WILL DESIGNATE PRIVATE ROADWAYS THROUGH THE PROPERTY.
2. ROADWAY INFORMATION:

1) MESA RANCH ROAD
CLASSIFICATION: PRIVATE, LOCAL
LENGTH: 6.485 LF
ROW WIDTH: 60 LF

2) MESA ALTA LANE
CLASSIFICATION: PRIVATE, LOCAL
LENGTH: 1.352 LF
ROW WIDTH: 60 LF



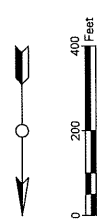
COVER SHEET

PLN-1893-NP	SHEET NO. 1 OF 5	DATE: 7/15/2022	DESIGNED BY: OYAKOYE	CHECKED BY: JTW			
		PRODUCT NUMBER 00120-050					
		NO. DATE					
		REVISIONS/CORRECTIONS		DESCRIPTION	BY		



CAUTION!
IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.

CAUTION!
IF THE CONTRACTOR DISCOVERS ANY OBSTRUCTIONS OR UNDESIRED CONDITIONS, STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER.
ALL EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
NO GUARANTEE IS MADE FOR THE ACCURACY OF THE INFORMATION PROVIDED.
CALL BEFORE YOU DIG.

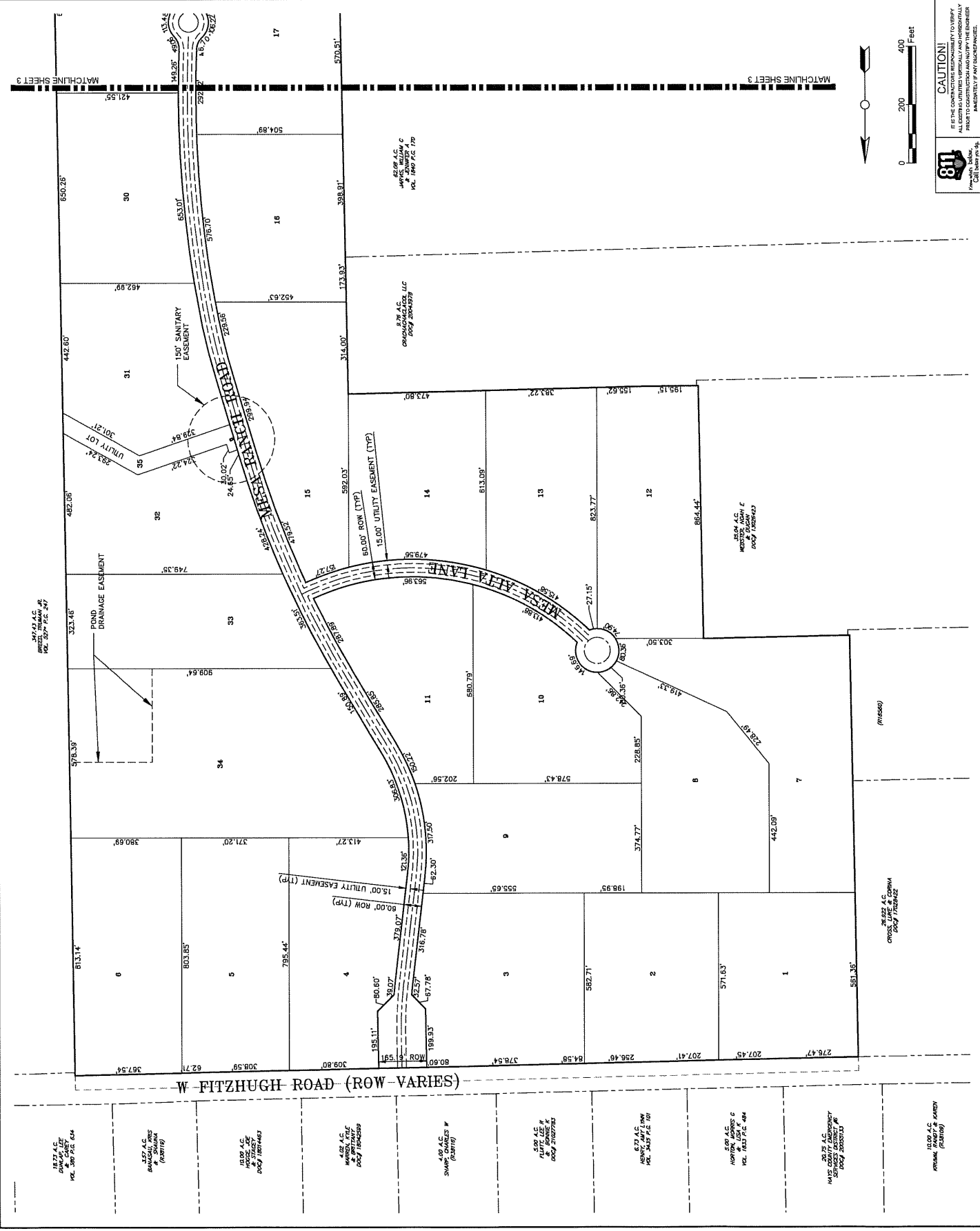


PROJECT NUMBER	00120-009
DATE	7/15/2022
DESIGNED BY	OYO/KE
CHECKED BY	JTW
NO.	DATE
DESCRIPTION	REV
REVISIONS/CORRECTIONS	

272 AC FITZHUGH PRELIMINARY PLAN
HAYS COUNTY, TEXAS
SHEET 1 OF 2

Miller GRAY
Consulting • Engineering • Infrastructure
7320 N. Mopac Expressway, Suite 203
Austin, Texas 78731
Phone (512) 661-5300
www.millergray.com
TBP# FPM-RM-NO. P-15302

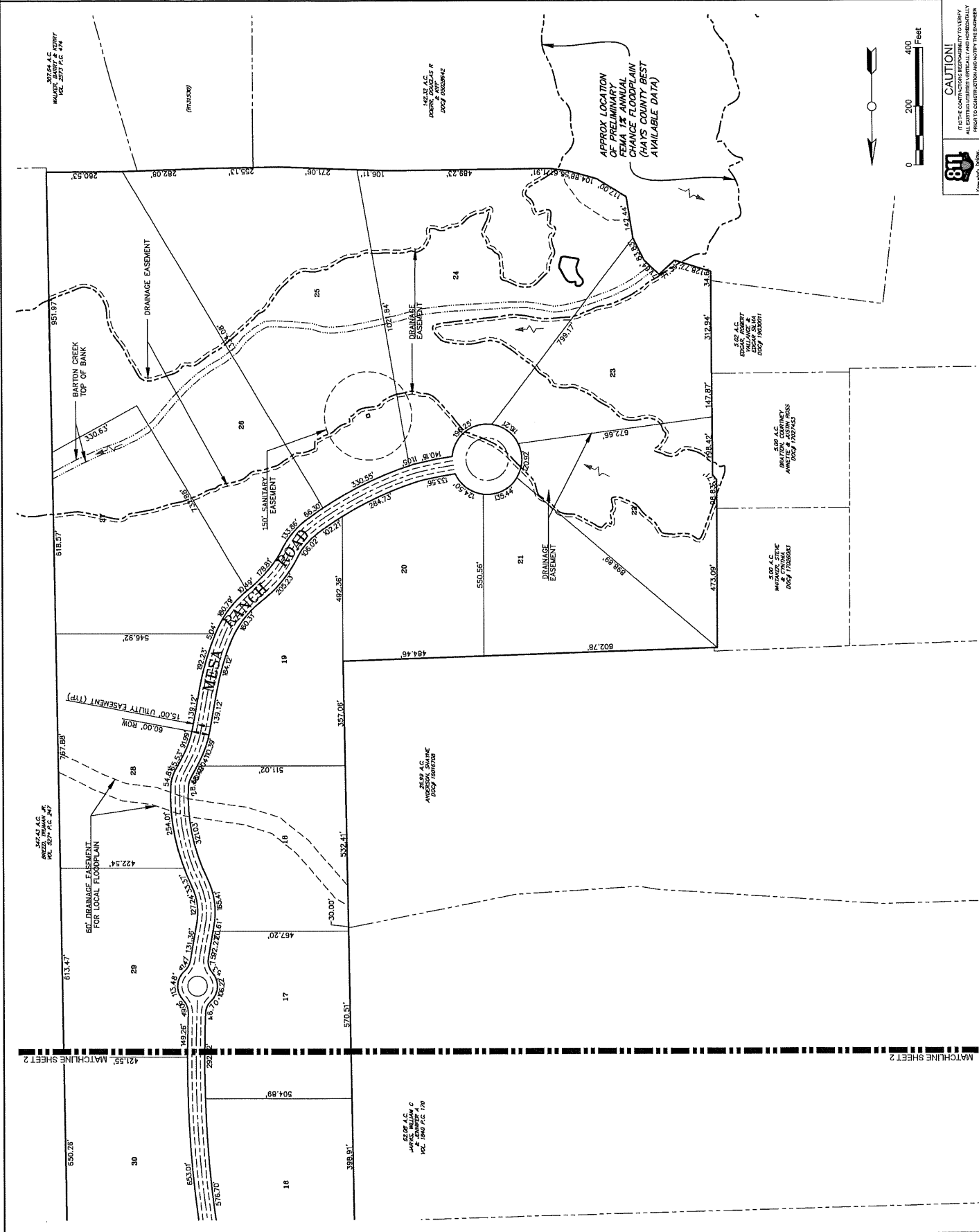
TRANS WILSON
7/15/2022

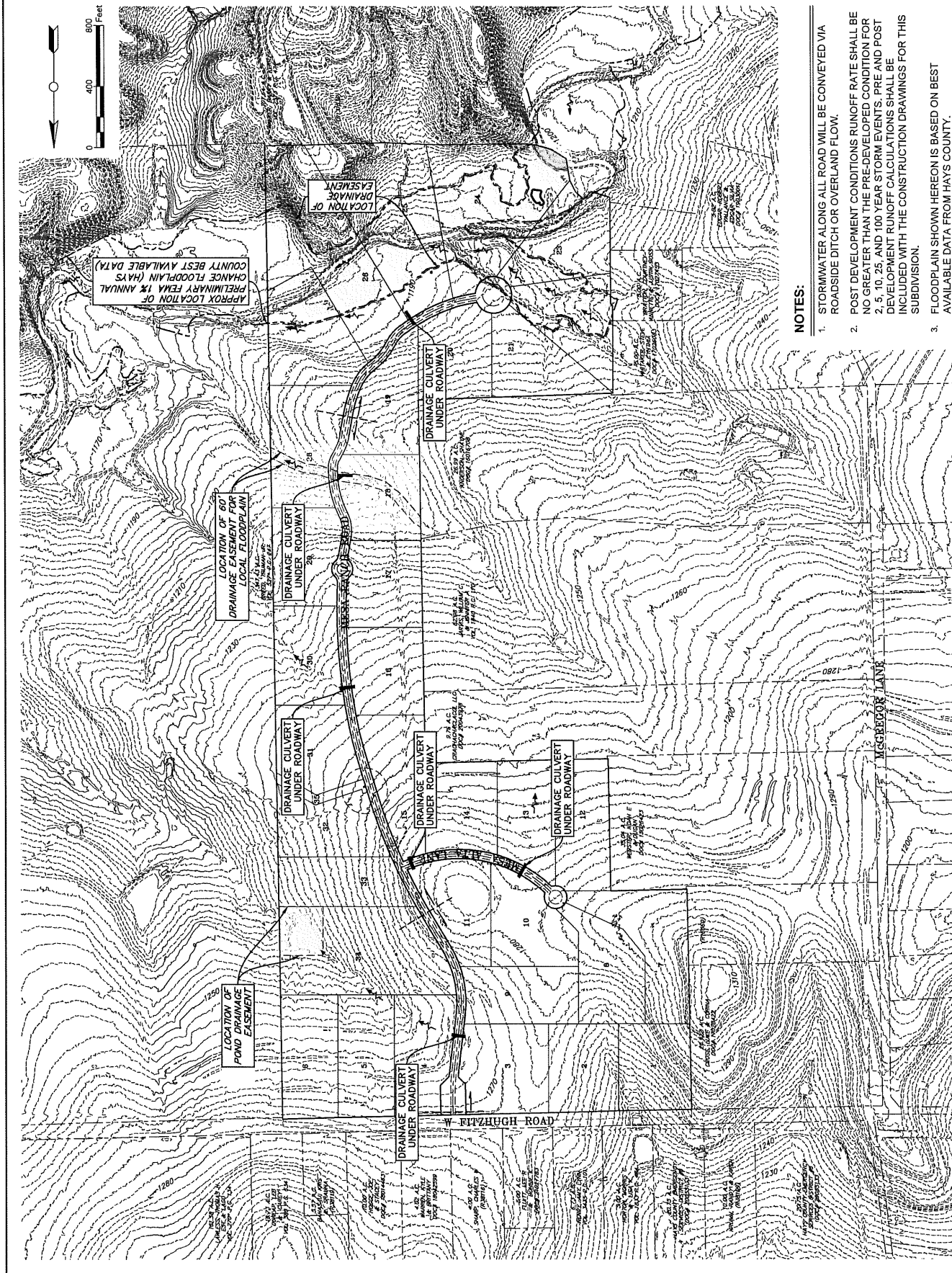


[illegible]

272 AC FITZUGH PRELIMINARY PLAN
HAYS COUNTY, TEXAS
PRELIMINARY PLAN
SHEET 2 OF 2

MILLER GRAY
Consulting • Engineering • Infrastructure
7320 N. Mopac Expressway, Suite 203
Austin, Texas 78731
Phone (512) 661-5300
www.miller-gray.com
TYPE FIRM REG. NO. F-16302





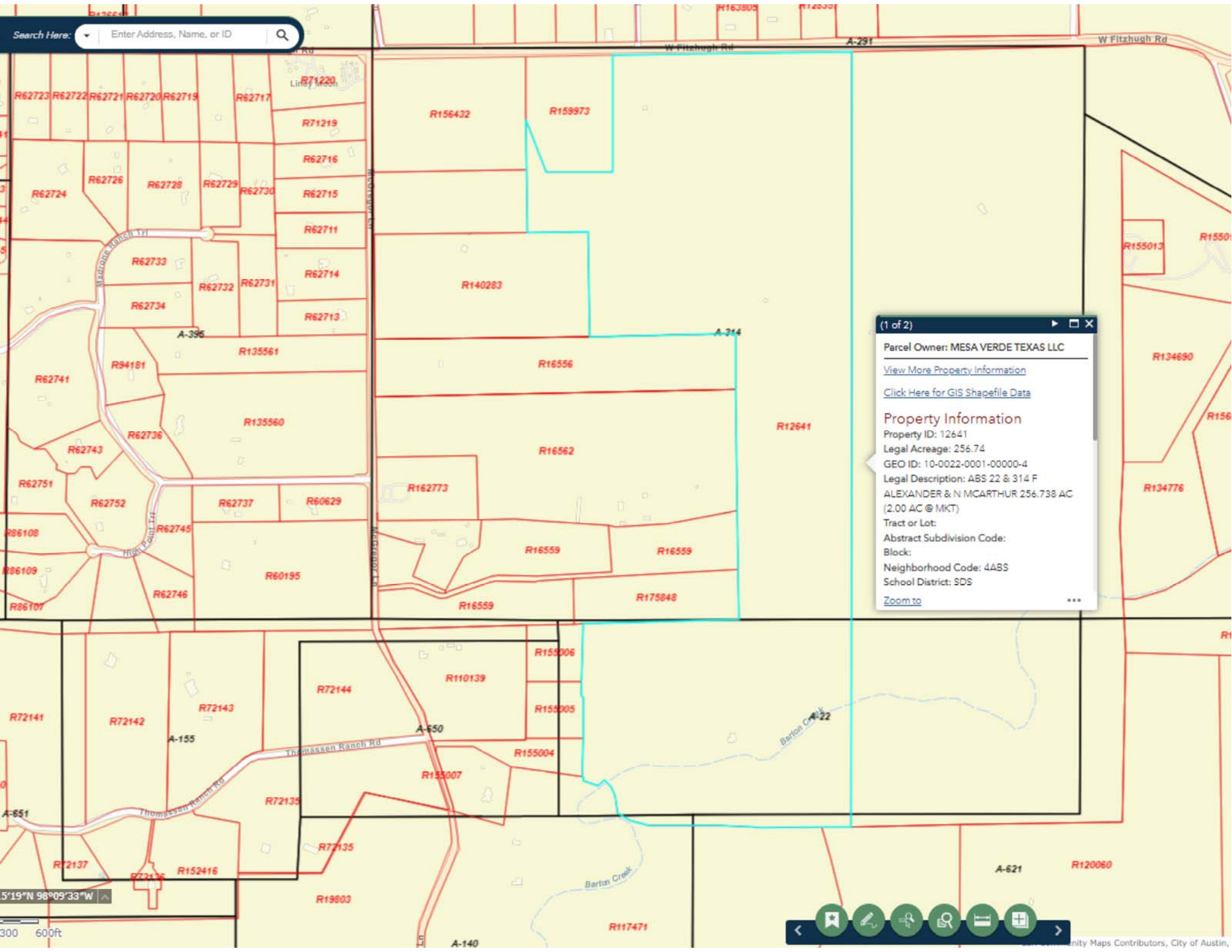
NOTES:

1. STORMWATER ALONG ALL ROAD WILL BE CONVEYED VIA ROADSIDE DITCH OR OVERLAND FLOW.
2. 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.
3. FLOODPLAIN SHOWN HEREON IS BASED ON BEST AVAILABLE DATA FROM HAYS COUNTY.

811 *Some what's below.*
Call before you dig.

CAUTION!

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES.



Search Here: Enter Address, Name, or ID

(1 of 2)

Parcel Owner: MESA VERDE TEXAS LLC

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 12641

Legal Acreage: 256.74

GEO ID: 10-0022-0001-00000-4

Legal Description: ABS 22 & 314 F
ALEXANDER & N MCARTHUR 256.738 AC
(2.00 AC @ MKT)

Tract or Lot:

Abstract Subdivision Code:

Block:

Neighborhood Code: 4ABS

School District: SDS

[Zoom to](#)

...

51°19'N 98°09'33\"/>

300 600ft





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Burns

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the Justice of the Peace, Precinct 4 Office to hire the Justice Clerk slot 0855-011 position at the 50.54th percentile effective August 16, 2022 and amend the budget accordingly. **SMITH/BURNS**

Summary:

The Justice of the Peace, Pct. 4 has a candidate for a Justice Clerk position with over 8 years' experience as a Court Clerk in a Harris County JP office and holds court clerk certifications, including a Master Court Clerk. Requesting authorization to hire the candidate at the 50.54th percentile.

Fiscal Impact:

Amount Requested: \$9,217 - annualized

Line Item Number: 001-629-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source, County Wide Salary Adjustments.

Fiscal Impact:

\$29,887	Minimum
\$37,440	50.54 Percentile
\$7,553	Delta
\$1,664	Fringe
\$9,217	Annualized
\$1,152	FY22 Impact

Budget Amendment:

\$944 - Increase Staff Salaries

\$208 - Increase Fringe Benefits

(\$1,152) - Decrease (TBD)

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:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to approve the selection of Ardurra for park and trails improvements associated with property owned by Hays County at the corner of Cape Road (CR299) and Flores Street in Precinct 1; and authorize staff and counsel to negotiate a contract. **INGALSBE**

Summary:

Fiscal Impact:

Amount Requested:

Line Item Number:

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: TBD

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Services, may require discretionary exemption under TLGC 262.024 (a)(4)

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima North Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code. **SHELL**

Summary:

Fiscal Impact:

Budget Office:

Auditor's Office:

Attachments

La Cima North PID Petition

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 9th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the “Resolution”) entitled:

A RESOLUTION OF HAYS COUNTY, TEXAS, SETTING THE PUBLIC HEARING ON THE CREATION OF THE LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE COUNTY, PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [____] and carried by the following vote:

__ voted “For” __ voted “Against” __ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in

advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION OF HAYS COUNTY, TEXAS, SETTING THE PUBLIC HEARING ON THE CREATION OF THE LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE COUNTY, PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Hays County, Texas (the “County”) is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within the County, unless within 30 days of the County’s action to approve such a district, a home rule municipality objects to its establishment within the municipality’s corporate limits or extraterritorial jurisdiction; and

WHEREAS, on April 27, 2022, LCSM WW, LLC and Frost Bank, independent executor and trustee under the will of Joseph Freeman (deceased) (collectively, the “Petitioner”), the (i) owner of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the Petition (as defined herein), as determined by the current roll of the appraisal district in which the proposed district is located and (ii) record owner of more than 50% of real property liable for assessment under the Petition, submitted and filed with the County a petition (the “Petition”), attached as Exhibit A, requesting the establishment of a public improvement district for property within the County; and

WHEREAS, the Petition has been examined, verified, and found to meet the requirements of Section 372.005(b), did not include a request to defer assessment as set forth in Section 372.0055 and is sufficient for consideration by the Commissioners Court of the County (the “Commissioners Court”); and

WHEREAS, the proposed district is located within the extraterritorial jurisdiction of the City of San Marcos, Texas (the “City”); and

WHEREAS, the Commissioners Court will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the corporate limits of the County in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the county and the extraterritorial jurisdiction of the city in which the proposed public improvement district will be located before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, THAT:

SECTION 1. All of the above recitals are hereby found to be true and correct factual determinations of the County and are hereby approved and incorporated by reference as though fully set forth herein.

SECTION 2. The Petition submitted to the County was filed with the County Clerk and complies with the Act.

SECTION 3. That a public hearing is hereby called for August 30, 2022 at 9:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666 for the purpose of hearing public testimony with respect to the creation of the public improvement district, and that any interested person may appear and provide testimony and comment on the advisability of the creation of the public improvement district.

SECTION 4. That attached hereto as Exhibit A is the Petition for the Creation of a Public Improvement District within the County for the La Cima North Public Improvement District. Attached as Exhibit A to the Petition is a legal description of the approximately 684.476 acres of property to be included in the proposed public improvement district. Attached hereto as Exhibit B is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved.

SECTION 5. That the County Clerk is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City in which the proposed public improvement district will be located, and to mail written notice to any affected landowners within the boundaries of the proposed public improvement district as required by law. The County Clerk shall cause notice to be provided before the 15th day before date of the public hearing.

SECTION 6. That the County Clerk is hereby authorized and directed to cause said Notice to be provided to the City.

SECTION 7. That County staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the August 30, 2022 meeting of the Commissioners Court.

SECTION 8. That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Commissioners Court hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 9. That this Resolution shall take effect from and after its passage and it is accordingly so resolved.

[Signature page follows]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS
9TH DAY OF AUGUST, 2022.

HAYS COUNTY, TEXAS

RUBEN BECERRA, County Judge of Hays County,
Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

EXHIBIT A
PETITION FOR CREATION OF THE PID

[see attached]

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
TO FINANCE IMPROVEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

TO: THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF HAYS
 COUNTY

The undersigned petitioners (the “*Petitioners*”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “*Act*”), request that Hays County create a public improvement district (the “*La Cima North PID District*”) in the territory consisting of the approximately 684.476 acres described in Exhibit A attached hereto (the “*Land*”) within Hays County, Texas (the “*County*”). La Cima North PID District is generally depicted on Exhibit B attached hereto. In support of this petition, the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Hays County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the La Cima North PID District.

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements. \$60,000,000 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the La Cima North PID District are described on Exhibit A attached hereto and are generally depicted on Exhibit B attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the La Cima North PID District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the La Cima North PID District). Additionally, a report will be prepared

showing the special benefits accruing to property in the La Cima North PID District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the County and the District. Approval and creation of the PID for La Cima North PID District will not obligate the County to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the La Cima North PID District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The County will manage the La Cima North PID District, or, to the extent allowed by law, the County may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the County pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the La Cima North PID District, including the day-to-day management and administration of the La Cima North PID District.


Section 8. Advisory Board. An advisory board may be established by the Commissioners of the County (the "*Commissioner's Court*").

The signers of this petition request the establishment for the La Cima North PID District and this petition will be filed with the County Clerk in support of the creation of the La Cima North PID District by the Commissioner's Court as herein provided.

[Signature on following page]

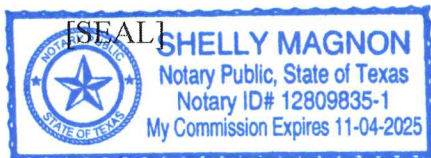
PETITIONERS:

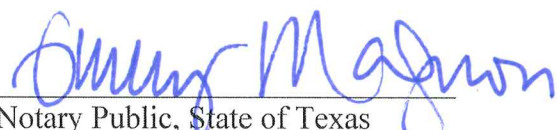
LCSM WW, LLC,
a Texas limited liability company

By: 
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 27TH day of APRIL, 2022, by Bryan W. Lee, manager of LCSM WW, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

PETITIONERS:

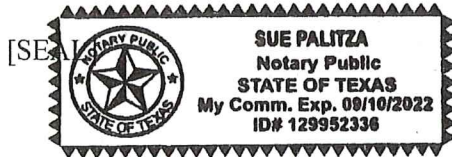
Frost Bank, Trustee

Robert Wynn
Name: Robert Wynn
Title: Senior Vice President

THE STATE OF TEXAS

COUNTY OF Brewer

THIS INSTRUMENT is acknowledged before me on this 26th day of April, 2022, by Robert Wynn, as Senior Vice President of Frost Bank, Trustee on behalf of said trust.



Sue Palitza
Notary Public, State of Texas

EXHIBIT A

LAND

FIELD NOTES DESCRIPTION - TRACT 1

658.3 ACRES

Attached



Exhibit " _ "

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

Doucetengineers.com

**658.3-Acre Tract
Hays County, Texas**

**D&A Job No. 1722-014
April 12, 2022**

**DESCRIPTION
658.3 Acre Tract**

BEING A 658.3 ACRE TRACT OUT OF THE JOHN CARSON SURVEY NUMBER 3, ABSTRACT NUMBER 80, THE PATRICK MCGREAL SURVEY NUMBER 1, ABSTRACT NUMBER 308, THE JOHN WILLIAMS SURVEY, ABSTRACT NUMBER 490, THE THOMAS H.W. FORSITH SURVEY NUMBER 2, ABSTRACT NUMBER 173, AND THE JOHN MAXAMILLIN JR SURVEY NUMBER 15, ABSTRACT NUMBER 299, HAYS COUNTY, TEXAS, BEING COMPRISED OF TWO (2) TRACTS: 1) THE REMAINDER OF A CALLED 716.234 ACRE TRACT, DESCRIBED TO CHRISTINE ALEXANDER, SUBSTITUTE TRUSTEE OF THE WILL AND ESTATE OF JOSEPH FREEMAN, RECORDED IN VOLUME 769, PAGE 688, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND 2) THE REMAINDER OF A CALLED 105.55 ACRE TRACT, CONVEYED TO THE FROST NATIONAL BANK, TRUSTEE OF THE JOSEPH FREEMAN TESTAMENTARY TRUST, RECORDED IN VOLUME 1189, PAGE 94 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS [O.R.H.C.T.]; SAID 658.3 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of Ranch Road 12, for the northeast corner of a called 3.433-acre tract of land conveyed to Hays County, recorded in Volume 4264, Page 511 of the Official Public records of Hays County, Texas [O.P.R.H.C.T.], same point being in the west line of a called 19.46-acre tract, conveyed to Nolen Boesch Stanford and Joy Stanford, Co-Trustees of the Nolen Stanford and Joy Stanford Revocable Trust, recorded in Volume 5323, Page 579 [O.P.R.H.C.T.] and for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found (bent) for the southwest corner of said 716.234-acre tract, bears S43°28'28"W, a distance of 26.32 feet;

THENCE with common line of said R.R. 12 and said 3.433-acre tract, over and across said 716.234-acre tract, the following seven (7) courses:

- 1) N65°31'26"W, for a distance of 156.35 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
- 2) N64°39'24"W, for a distance of 531.82 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 3) With a curve to the left, defined by an arc length of 200.91 feet, a radius of 5,561.70 feet, a delta angle of 02°04'11", and a chord which bears N65°46'46"W, for a distance of 200.90 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
- 4) N23°10'30"E, for a distance of 55.06 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
- 5) N66°45'19"W, for a distance of 1,264.68 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)

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



- 6) S23°12'31"W, for a distance of 29.99 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein, and
- 7) N66°45'17"W, for a distance of 414.89 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found in the common line of said remainder of a called 716.234-acre tract and said 105.55-acre tract, and for an angle corner of the tract described herein;

THENCE with common line of said R.R. 12 and said 3.025-acre tract, over and across said 105.55-acre tract, the following two (2) courses:

- 1) N66°45'43"W, for a distance of 443.49 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein and
- 2) With a curve to the right, defined by an arc length of 286.96 feet, a radius of 2,765.96 feet, a delta angle of 05°56'39", and a chord which bears N63°48'21"W, for a distance of 286.83 feet, to a magnail with shiner "BCG" found for an angle corner of the tract described herein;

THENCE, N35°07'28"E, with the common line of said 105.55-acre tract and Lot 1, La Cima, Offsite Water Booster Station, Lot 1 Final Plat, recorded in Document No. 17028737 in the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to The City of San Marcos, recorded in Document No. 19006243, [O.P.R.H.C.], for a distance of 41.73 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southwest corner of a called 0.23-acre tract conveyed to City of San Marcos, recorded in Volume 1238, Page 725, [O.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE with line of said 0.23-acre tract, continuing over and across said 105.55-acre tract, the following three (3) courses:

- 1) S54°44'21"E, for a distance of 99.86 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein,
- 2) N35°14'37"E, for a distance of 99.99 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein, and
- 3) N54°45'29"W, partially with the north line of said Lot 1, for a distance of 230.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for the northeast corner of said Lot 1 and for an angle corner of the tract described herein;

THENCE with line of said Lot 1, continuing over and across said 105.55-acre tract, the following three (3) courses:

- 1) S35°10'05"W, for a distance of 99.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for an angle corner of the tract described herein,
- 2) S54°55'03"E, for a distance of 69.92 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 3) S35°17'42"W, for a distance of 48.99 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of R.R. 12 for an angle corner of the tract described herein;

(CONTINUED ON NEXT PAGE)



THENCE with common line of said R.R. 12 and said 3.025-acre tract, continuing over and across said 105.55-acre tract, the following four (4) courses:

- 1) With a curve to the right, defined by an arc length of 197.22 feet, a radius of 2,764.79 feet, a delta angle of $04^{\circ}05'13''$, and a chord which bears $N57^{\circ}10'50''W$, for a distance of 197.18 feet, to 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
- 2) $N55^{\circ}25'57''W$, for a distance of 102.05 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
- 3) $N69^{\circ}32'34''W$, for a distance of 102.58 feet, to a 5/8-inch iron rod with cap stamped "TxDot" (bent) found for an angle corner of the tract described herein, and
- 4) $N55^{\circ}26'48''W$, for a distance of 224.88 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southeast corner of a called 0.3766-acre tract, conveyed to the State of Texas, recorded in Document No. 17007275, [O.P.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE, $N52^{\circ}47'06''W$, with common line of said R.R. 12 and said 0.3766-acre tract, continuing over and across said 105.55-acre tract, for a distance of 582.27 feet to a 5/8-inch iron rod with cap stamped "TxDot" found in the west line of said 105.55-acre tract, same point being in the east line of the remainder of a called 3,486.6-acre tract conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, recorded in Volume 359, Page 887 of The Deed Records of Hays County, Texas [D.R.H.C.T.] and for the southwest corner of the tract described herein, from which a 5/8-inch iron rod with cap stamped "TxDot" found bears $S50^{\circ}04'16''W$, a distance of 49.53 feet;

THENCE, $N49^{\circ}55'52''E$, with the common line of said 105.55-acre tract and said remainder of a called 3,486.6-acre tract, for a distance of 4,251.74 feet to a 4-1/2" iron pipe fence post found the north corner of said 105.55-acre tract, for the southeast corner of a called 94.23-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.P.R.H.C.T.], for an angle corner of said 3,486.6-acre tract and for an angle corner of the tract described herein;

THENCE with the southeast line of said 94.23-acre tract, over and across said 716.234-acre tract, the following two (2) courses:

- 1) $N32^{\circ}58'31''E$, for a distance of 2,076.98 feet to a 4-1/2" iron pipe fence post found for an angle corner of the tract described herein, and
- 2) $N37^{\circ}21'34''E$, for a distance of 2,082.81 feet to a 4-1/2" iron pipe fence post found for the northeast corner of said 94.23-acre tract, same being in the south line of said 3,486.6-acre tract, and for the northwest corner of the tract described herein, from which a 60D nail found bears $N60^{\circ}57'21''W$, a distance of 1.17 feet;

THENCE with common line of said 716.234-acre tract and said 3,486.6-acre tract, the following three (3) courses and distances:

- 1) $S85^{\circ}03'39''E$, for a distance of 82.90 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)



- 2) S84°27'48"E, for a distance of 452.04 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 3) S84°26'51"E, for a distance of 432.88 feet, to a 1/2-inch iron rod with cap found for the northwest corner of a called 60.77-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.R.H.C.T.], and for the northeast corner of the tract described herein;

THENCE, S26°31'02"E, with the west line of said 60.77-acre tract, over and across said 716.234-acre tract, for a distance of 2,270.37 feet to 1-inch iron pipe found for the southwest corner of said 60.77-acre tract, same being in the easterly line of said 716.234-acre tract, same being in the west line of Country Estates 2 Subdivision, an unrecorded subdivision, and for the northeast corner of the tract described herein;

THENCE with common line of said 716.234-acre tract and said Country Estates 2 Subdivision, the following two (2) courses and distances:

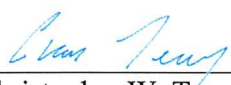
- 1) S45°33'06"W, for a distance of 44.43 feet, to a 1/2-inch iron rod found for an angle corner of the tract described herein, and
- 2) S25°36'43"W, for a distance of 5,199.11 feet, to a 2-7/8-inch metal fence corner post found for the common corner of said County Estates 2 Subdivision and said 19.46-acre tract and for an angle corner of the tract described herein,

THENCE, S43°28'55"W, with the west line of said 19.46-acre tract and the east line of said 716.234-acre tract, for a distance of 1,879.19 feet to the **POINT OF BEGINNING** of the tract described herein and containing 658.3-acres more or less.

Notes:

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936 Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.



Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

04/12/2022

Date



FIELD NOTES DESCRIPTION - TRACT 2

1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the interior of R.M. Highway No. 12 (R.O.W. varies), being, the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the **POINT OF BEGINNING**, being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the

northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and
3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the **POINT OF BEGINNING** and containing 1.150 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

FIELD NOTES DESCRIPTION - TRACT 3

2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

THENCE with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,
2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder

tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

THENCE leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and
3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the **POINT OF BEGINNING** and containing 2.303 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

FIELD NOTES DESCRIPTION - TRACT 4

14.062 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

THENCE, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

THENCE, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

THENCE, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

- 1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;
- 2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288", found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

THENCE, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped "JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

14.062 acre ~ 312,548 sq. ft. (Tract 1: North Portion)
John Williams survey, A-490; Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

Job No. 005956-01-108
FN2359(sf)
Page 2 of 2

THENCE, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2359

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas



FIELD NOTES DESCRIPTION - TRACT 5

8.661 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

THENCE, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped "JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

THENCE, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

THENCE, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

THENCE, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

8.661 acre ~ 377,274 sq. ft. (Tract 2: North Portion)
John Williams Survey, A-471; John Williams survey, A-490;
Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

Job No. 005956-01-108

FN2358(sf)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2358(sf)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas



EXHIBIT B

LA CIMA NORTH PID DISTRICT
MAP

Attached



EXHIBIT B

NOTICE OF PUBLIC HEARING

HAYS COUNTY, TEXAS NOTICE OF PUBLIC HEARING

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, (the “Act”), notice is hereby given that the Commissioners Court of Hays County, Texas (the “County”), will hold a public hearing to accept public comments and discuss a Petition filed by LCSM WW, LLC and Frost Bank, independent executor and trustee under the will of Joseph Freeman (deceased), (collectively, the “Petitioner”), requesting that the County create the La Cima North Public Improvement District (the “District”) to include property owned by the Petitioner.

Time and Place of Hearing: The public hearing will start at 9:00 a.m. on August 30, 2022 at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

General Nature of the Authorized Improvements: The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (a) (1) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (2) landscaping; (3) acquisition, construction, and improvement of water, wastewater and drainage facilities; (4) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (5) entry monumentation and features; (6) signage; (7) projects similar to those listed in (1)-(6); and (b) the payment of costs associated with constructing and financing the public improvements listed in subparagraphs (1)-(7) above, including costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the County and confer a special benefit upon the Property.

Estimated Costs of the Authorized Improvements: The estimated costs of constructing and acquiring all of the currently proposed Authorized Improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, is presently estimated to be a total of approximately \$60,000,000, based on the estimated current and future costs of the Authorized Improvements to serve the area within the District, as authorized by law.

Proposed District Boundary: The proposed District is approximately 684.476 acres, all of which is located in Hays County, Texas and lies on the north frontage of Wonder World Drive, northeast and south of the intersection of Wonder World Drive and Old Ranch Road 12. A map and full description of the boundaries of the proposed District is available at the Hays County Courthouse, Room 202, 111 E. San Antonio Street, San Marcos, Texas, 78666.

Proposed Method of Assessment: The Petition requests that the County levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs of the Authorized Improvements, including maintenance costs, on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the County: The County will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the property in the District. No municipal property in the District shall be assessed. Certain cost of the Authorized Improvements may be paid from funds available to the developer of the District.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima South Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code. **SHELL**

Summary:

Fiscal Impact:

Budget Office:

Auditor's Office:

Attachments

La Cima South PID Petition

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 9th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [_____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the “Resolution”) entitled:

A RESOLUTION OF HAYS COUNTY, TEXAS, SETTING THE PUBLIC HEARING ON THE CREATION OF THE LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE COUNTY, PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [_____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [_____] and carried by the following vote:

__ voted “For” __ voted “Against” __ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in

advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION OF HAYS COUNTY, TEXAS, SETTING THE PUBLIC HEARING ON THE CREATION OF THE LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE COUNTY, PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Hays County, Texas (the “County”) is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within the County, unless within 30 days of the County’s action to approve such a district, a home rule municipality objects to its establishment within the municipality’s corporate limits or extraterritorial jurisdiction; and

WHEREAS, on April 27, 2022, Lazy Oaks Ranch, LP, a Texas limited partnership (collectively, the “Petitioner”), the (i) owner of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the Petition (as defined herein), as determined by the current roll of the appraisal district in which the proposed district is located and (ii) record owner of more than 50% of real property liable for assessment under the Petition, submitted and filed with the County a petition (the “Petition”), attached as Exhibit A, requesting the establishment of a public improvement district for property within the County; and

WHEREAS, the Petition has been examined, verified, and found to meet the requirements of Section 372.005(b), did not include a request to defer assessment as set forth in Section 372.0055 and is sufficient for consideration by the Commissioners Court of the County (the “Commissioners Court”); and

WHEREAS, the proposed district is located within the extraterritorial jurisdiction of the City of San Marcos, Texas (the “City”); and

WHEREAS, the Commissioners Court will hold a public hearing in accordance with Section 372.009 of the Act regarding the establishment of a public improvement district in the corporate limits of the County in accordance with the Petition; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the county and the extraterritorial jurisdiction of the city in which the proposed public improvement district will be located before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, THAT:

SECTION 1. All of the above recitals are hereby found to be true and correct factual determinations of the County and are hereby approved and incorporated by reference as though fully set forth herein.

SECTION 2. The Petition submitted to the County was filed with the County Clerk and complies with the Act.

SECTION 3. That a public hearing is hereby called for August 30, 2022 at 9:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666 for the purpose of hearing public testimony with respect to the creation of the public improvement district, and that any interested person may appear and provide testimony and comment on the advisability of the creation of the public improvement district.

SECTION 4. That attached hereto as Exhibit A is the Petition for the Creation of a Public Improvement District within the County for the La Cima South Public Improvement District. Attached as Exhibit A to the Petition is a legal description of the approximately 320.964 acres of property to be included in the proposed public improvement district. Attached hereto as Exhibit B is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved.

SECTION 5. That the County Clerk is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City in which the proposed public improvement district will be located, and to mail written notice to any affected landowners within the boundaries of the proposed public improvement district as required by law. The County Clerk shall cause notice to be provided before the 15th day before date of the public hearing.

SECTION 6. That the County Clerk is hereby authorized and directed to cause said Notice to be provided to the City.

SECTION 7. That County staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the August 30, 2022 meeting of the Commissioners Court.

SECTION 8. That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Commissioners Court hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 9. That this Resolution shall take effect from and after its passage and it is accordingly so resolved.

[Signature page follows]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS
9TH DAY OF AUGUST, 2022.

HAYS COUNTY, TEXAS

RUBEN BECERRA, County Judge of Hays County,
Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

EXHIBIT A
PETITION FOR CREATION OF THE PID

[see attached]

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

TO: THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF HAYS
 COUNTY

The undersigned petitioners (the “*Petitioners*”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “*Act*”), request that Hays County create a public improvement district (the “*La Cima South PID District*”) in the territory consisting of the approximately 320.964 acres described in Exhibit A attached hereto (the “*Land*”) within Hays County, Texas (the “*County*”). La Cima South PID District is generally depicted on Exhibit B attached hereto. In support of this petition, the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Hays County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the La Cima South PID District .

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements. \$40,000,000 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the La Cima South PID District are described on Exhibit A attached hereto and are generally depicted on Exhibit B attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the La Cima South PID District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the La Cima South PID District). Additionally, a report will be prepared showing the special benefits accruing to property in the La Cima South PID District and how the

costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the County and the District. Approval and creation of the PID for La Cima South PID District will not obligate the County to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the La Cima South PID District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The County will manage the La Cima South PID District, or, to the extent allowed by law, the County may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the County pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the La Cima South PID District, including the day-to-day management and administration of the La Cima South PID District.

Section 8. Advisory Board. An advisory board may be established by the Commissioners of the County (the "*Commissioner's Court*").

The signers of this petition request the establishment for the La Cima South PID District and this petition will be filed with the County Clerk in support of the creation of the La Cima South PID District by the Commissioner's Court as herein provided.

[Signature on following page]

PETITIONERS:

Lazy Oaks Ranch, LP,
a Texas limited partnership

By: Lazy Oaks GP, LLC, its general partner

By: 

Name: Bryan W. Lee

Title: Manager

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 27TH day of APRIL, 2022, by Bryan W. Lee, manager of Lazy Oaks GP, LLC, a Texas limited liability company on behalf of said company.

[SEAL]




Notary Public, State of Texas

EXHIBIT A

LAND

DESCRIPTION

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20" cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract, with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44'24" W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37'38" W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48'45" W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58'51" W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14'49" W, a distance of 179.51 feet to a 23.5" live oak tree found for an angle point,
12. S 44°45'36" W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15'12" W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10'44" W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23'55" W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20'53" W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55'03" W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

18. S 41°34'53" W, a distance of 90.25 feet to a 16.5-inch cedar tree found for an angle point,
19. S 51°33'27" W, a distance of 40.44 feet to a 14-inch cedar tree found for an angle point,
20. S 54°58'35" W, a distance of 201.92 feet to a 6-inch cedar post found for an angle point,
21. S 52°58'32" W, a distance of 226.94 feet to a 15.5-inch cedar tree found for an angle point,
22. S 51°21'36" W, a distance of 478.17 feet to a 6-inch cedar post found for an angle point,
23. S 49°18'19" W, a distance of 259.36 feet to a 8-inch cedar post found for an angle point,
24. S 48°23'08" W, a distance of 242.13 feet to a 38-inch live oak tree found for an angle point,
25. S 45°28'14" W, a distance of 229.75 feet to a 4-inch cedar post tree found for an angle point, and
26. S 44°23'23" W, a distance of 216.48 feet to a 1/2-inch iron rod found at the southwest corner of said 537.30 acre tract, being an angle point in the southeast line of said 321 acre tract and the north corner of a called 100 acre tract described in the deed to LCSM West LP of record in Document 20031182, Official Public Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 44°10'20" W, leaving said boundary line agreement and with the northwest line of the said 100 acre tract and the southeast line of the said 321 acre tract, a distance of 703.47 feet to a 1/2-inch iron rod with a plastic cap marked "BYRN" found at the southeast corner of that called 390.52 acre tract described in the deed to LCSM West LP of record in Document 18007483, Official Public Records of Hays County, Texas, at the southwest corner of the said 321 acre tract, for the southwest corner of the tract described herein;

THENCE N 55°21'01" W, leaving the northwest line of said 100.0 acre tract, with the northeast line of said 390.42 acre tract and with the southwest line of the said 321 acre tract, with the southwest line of the herein described tract, a distance of 2333.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the most westerly northwest corner of the tract described herein;

THENCE leaving the northeast line of said 390.52 acre tract, crossing the said 321 acre tract, with a northwest and a southwest line of the tract described herein, the following two (2) courses and distances:

1. N 44°32'35" E, a distance of 2927.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a re-entrant corner, and
2. N 44°15'28" W, a distance of 904.23 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the northerly northwest corner of the tract described herein;

THENCE continuing across the said 1388.17 acre tract, with a northwest line of the tract described herein, the following twenty-three (23) courses and distances:

1. N 35°14'56" E, a distance of 527.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
2. N 47°34'44" E, a distance of 112.73 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
3. N 50°57'50" E, a distance of 102.60 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 78°04'49" E, a distance of 85.12 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
5. S 85°01'43" E, a distance of 96.90 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
6. N 51°19'12" E, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
7. S 63°32'56" E, a distance of 73.72 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
8. S 71°02'40" E, a distance of 284.37 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
9. S 77°17'56" E, a distance of 490.99 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
10. N 67°45'17" E, a distance of 103.40 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
11. N 49°35'40" E, a distance of 76.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
12. N 32°12'49" E, a distance of 193.35 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
13. N 66°23'46" E, a distance of 300.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
14. S 89°54'40" E, a distance of 414.61 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
15. S 54°16'57" E, a distance of 240.25 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
16. S 41°50'12" E, a distance of 293.15 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
17. S 41°43'20" E, a distance of 279.34 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,
18. N 50°54'28" E, a distance of 175.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of curvature,
19. along a curve to the right, having a radius of 537.00 feet, an arc distance of 71.80 feet, and a chord which bears N 54°44'19" E, a distance of 71.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency,
20. N 58°34'09" E, a distance of 465.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,
21. S 72°30'31" E, a distance of 933.45 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

22. S 47°13'47" E, a distance of 304.95 feet to the **POINT OF BEGINNING** and containing 320.964 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.


BOWMAN WORD FILE: FN2710(JBR)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

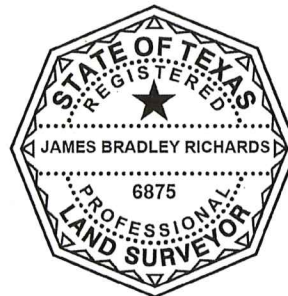
I, JAMES BRADLEY RICHARDS, REGISTERED PROFESSIONAL LAND SURVEYOR RPLS NO. 6875 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER THE DIRECTION AND SUPERVISION OF JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, RPLS NO. 5749, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 27th day of January 2022 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



James Bradley Richards
Registered Professional Land Surveyor
No. 6875 – State of Texas



CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C27	537.00' (537.00')	71.80' (71.80')	N 54°44'19" E (N 54°44'19" E)	71.75' (71.75')

0 800 1600



SCALE: 1"=1600'

JANUARY, 2022 CITY OF SAN MARCOS HAYS COUNTY, TEXAS

CALLLED 698.2 ACRES
LCSM WEST LP
DOCUMENT NO. 17043115
DECEMBER, 08, 2017
O.P.R.H.C.TX.

CALLLED 698.2 ACRES
LCSM WEST LP
DOCUMENT NO. 17043115
DECEMBER, 08, 2017
O.P.R.H.C.TX.

WILLIAM BURKE SURVEY,
ABSTRACT NO. 68

WILLIAM SMITHSON SURVEY,
ABSTRACT NO. 419

RESIDENTIAL TRACT 7W
CALLLED 321 ACRES
LAZY OAKS RANCH, LP
VOL. 3772, PG. 231
MARCH 19, 2014
O.P.R.H.C.TX.



Handwritten signature of James Bradley Richards

CALLLED 390.52 ACRES
LCSM WEST LP
DOCUMENT NO. 18007483
FEBRUARY, 28, 2018
O.P.R.H.C.TX.

CALLLED 100.00 ACRES
LCSM WEST LP
DOCUMENT NO. 20031182
JULY 24, 2020
O.P.R.H.C.TX.

THIS LINE IS SUBJECT TO A BOUNDARY LINE AGREEMENT
RECORDED IN VOL. 124, PG. 496,
D.R.H.C.TX.
[("WITH FENCE")]

CALLLED 537.30 ACRES
LCSM WEST LP
DOCUMENT NO. 20031138
JULY 24, 2020
O.P.R.H.C.TX.

CALLLED 78.95
ACRES
LAZY OAKS
RANCH, LP.

SHEET 5 OF 6

Bowman
CONSULTING

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www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
FN2710

LINE TABLE		
LINE #	BEARING	DISTANCE
L59	S 47°13'47" E (S 47°13'47" E)	304.95' (304.95')
L60	S 42°44'24" W (S 42°46'57" W)	371.35'
L61	S 43°42'44" W (S 43°32'08" W)	494.18' [346.50']
L62	S 48°26'43" W (S 48°11'14" W)	69.01' (69.08')
L63	S 85°42'20" W (S 85°52'49" W)	50.43' [50.52']
L64	S 58°23'07" W (S 58°25'20" W)	191.56' [191.29']
L65	S 69°45'06" W (S 69°43'05" W)	135.88' [135.71']
L66	S 29°44'24" W (S 29°48'20" W)	43.94' [43.75']
L67	S 15°37'38" W (S 14°38'20" W)	179.41' [179.95']
L68	S 16°48'45" W (S 16°48'13" W)	155.23' [155.11']
L69	S 42°58'51" W (S 42°59'31" W)	514.14' [514.06']
L70	S 42°14'49" W (S 42°15'06" W)	179.51' [179.62']
L71	S 44°45'36" W (S 44°47'10" E)	181.12' [181.13']
L72	S 78°15'12" W (S 78°15'32" W)	248.69' [248.66']
L73	S 67°10'44" W (S 67°12'30" W)	36.69' [36.61']
L74	S 41°23'55" W (S 27°31'51" W)	167.03'
L75	S 15°20'53" W (S 27°31'51" W)	190.01' [348.02']
L76	S 29°55'03" W (S 29°52'19" W)	170.32' [170.25']
L77	S 41°34'53" W (S 41°30'05" W)	90.25' [90.07']
L78	S 51°33'27" W (S 52°01'55" W)	40.44' [40.54']
L79	S 54°58'35" W (S 54°55'53" W)	201.92' [202.09']
L80	S 52°58'32" W (S 52°59'51" W)	226.94' [227.02']
L81	S 51°21'36" W (S 51°20'33" W)	478.17' [478.03']
L82	S 49°18'19" W (S 49°20'40" W)	259.36' [259.32']

LINE TABLE		
L83	S 48°23'08" W [S 48°19'29" W]	242.13' [242.10']
L84	S 45°28'14" W [S 45°28'50" W]	229.75' [229.89']
L85	S 44°23'23" W [S 44°21'44" W]	216.48' [215.87']
L86	S 44°10'20" W [S 44°11'34" W]	703.47' [703.53']
L87	N 35°14'56" E (N 35°14'56" E)	527.92' (527.92')
L88	N 47°34'44" E (N 47°34'44" E)	112.73' (112.73')
L89	N 50°57'50" E (N 50°57'50" E)	102.60' (102.60')
L90	N 78°04'49" E (N 78°04'49" E)	85.12' (85.12')
L91	S 85°01'43" E (S 85°01'43" E)	96.90' (96.90')
L92	N 51°19'12" E (N 51°19'12" E)	28.38' (28.38')
L93	S 63°32'56" E (S 63°32'56" E)	73.72' (73.72')
L94	S 71°02'40" E (S 71°02'40" E)	284.37' (284.37')
L95	S 77°17'56" E (S 77°17'56" E)	490.99' (490.99')
L96	N 67°45'17" E (N 67°45'17" E)	103.40' (103.40')
L97	N 49°35'40" E (N 49°35'40" E)	76.92' (76.92')
L98	N 32°12'49" E (N 32°12'49" E)	193.35' (193.35')
L99	N 66°23'46" E (N 66°23'46" E)	300.51' (300.51')
L100	S 89°54'40" E (S 89°54'40" E)	414.61' (414.61')
L101	S 54°16'57" E (S 54°16'57" E)	240.25' (240.25')
L102	S 41°50'12" E (S 41°50'12" E)	293.15' (293.15')
L103	S 41°43'20" E (S 41°43'20" E)	279.34' (279.34')
L104	N 50°54'28" E (N 50°54'28" E)	175.88' (175.88')
L105	N 58°34'09" E (N 58°34'09" E)	465.88' (465.88')
L151	N 51°10'40" W [N 51°01'56" W]	176.70' [176.86']
L177	N 42°44'24" E	126.20'

LEGEND

○

1/2" IRON ROD
FOUND
PREVIOUSLY SET

O.P.R.H.C.TX.

OFFICIAL PUBLIC
RECORDS OF
HAYS COUNTY,
TEXAS

P.O.B.

POINT OF
BEGINNING

P.O.R.

POINT OF
REFERENCE

NOTES:

1. BEARING BASIS IS TEXAS
COORDINATE SYSTEM, SOUTH
CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON
ARE BASED ON SURFACE
MEASUREMENTS, TO CONVERT
SURFACE DISTANCES TO GRID,
MULTIPLY BY THE COMBINED
SCALE FACTOR.

3. THE COMBINED SCALE
FACTOR FOR THIS PROJECT
IS 0.999875.



[Handwritten Signature]

SHEET 6 OF 6

Bowman
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www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
FN2710

EXHIBIT B

LA CIMA SOUTH PID DISTRICT
MAP



La Cima
San Marcos

PID MAP - La Cima South District

SCALE: 1" = 800'
DATE: 04-26-2022



312 Congress Avenue, Suite 300
San Marcos, CA 92069
Tel: (619) 486-0031 Fax: (619) 486-0077
www.rvt.com



All information shown on this map is for informational purposes only and does not constitute a warranty or representation of any kind. The City of San Marcos is not responsible for any errors or omissions on this map. The City of San Marcos is not responsible for any damages or losses resulting from the use of this map. The City of San Marcos is not responsible for any claims or lawsuits filed against it or its officials, employees, or agents in connection with this map. The City of San Marcos is not responsible for any claims or lawsuits filed against it or its officials, employees, or agents in connection with this map.

EXHIBIT B

NOTICE OF PUBLIC HEARING

HAYS COUNTY, TEXAS NOTICE OF PUBLIC HEARING

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, (the “Act”), notice is hereby given that the Commissioners Court of Hays County, Texas (the “County”), will hold a public hearing to accept public comments and discuss a Petition filed by Lazy Oaks Ranch, LP, a Texas limited partnership (the “Petitioner”), requesting that the County create the La Cima South Public Improvement District (the “District”) to include property owned by the Petitioner.

Time and Place of Hearing: The public hearing will start at 9:00 a.m. on August 30, 2022 at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

General Nature of the Authorized Improvements: The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (a) (1) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (2) landscaping; (3) acquisition, construction, and improvement of water, wastewater and drainage facilities; (4) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (5) entry monumentation and features; (6) signage; (7) projects similar to those listed in (1)-(6); and (b) the payment of costs associated with constructing and financing the public improvements listed in subparagraphs (1)-(7) above, including costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the County and confer a special benefit upon the Property.

Estimated Costs of the Authorized Improvements: The estimated costs of constructing and acquiring all of the currently proposed Authorized Improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, is presently estimated to be a total of approximately \$40,000,000, based on the estimated current and future costs of the Authorized Improvements to serve the area within the District, as authorized by law.

Proposed District Boundary: The proposed District is approximately 320.964 acres, all of which is located in Hays County, Texas and lies approximately 2.4 miles southwest of the intersection of Wonder World Drive and Old Ranch Road 12, south of Purgatory Creek. A map and full description of the boundaries of the proposed District is available at the Hays County Courthouse, Room 202, 111 E. San Antonio Street, San Marcos, Texas, 78666.

Proposed Method of Assessment: The Petition requests that the County levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs of the Authorized Improvements, including maintenance costs, on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the County: The County will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the property in the District. No municipal property in the District shall be assessed. Certain cost of the Authorized Improvements may be paid from funds available to the developer of the District.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and San Marcos Hays County EMS, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
EMS PW

Fiscal Impact:

Amount Requested: \$796,795.00

Line Item Number:

Budget Office:

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$796,795 - Increase SMHCEMS Project Contribution 011-763-99-159.5600_002

(796,795) - Decrease ARPA Misc 011-763-99-153.5391

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

Grant Agreement - Draft
EMS PW

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 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 this 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 lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

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, 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: _____

Hays County

Name: Ruben Becerra

Title: Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX107_SMHC EMS Ambulances

HAYS COUNTY ARPA SLFRF PROJECT

HCTX107_ SMHC EMS Ambulances

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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.

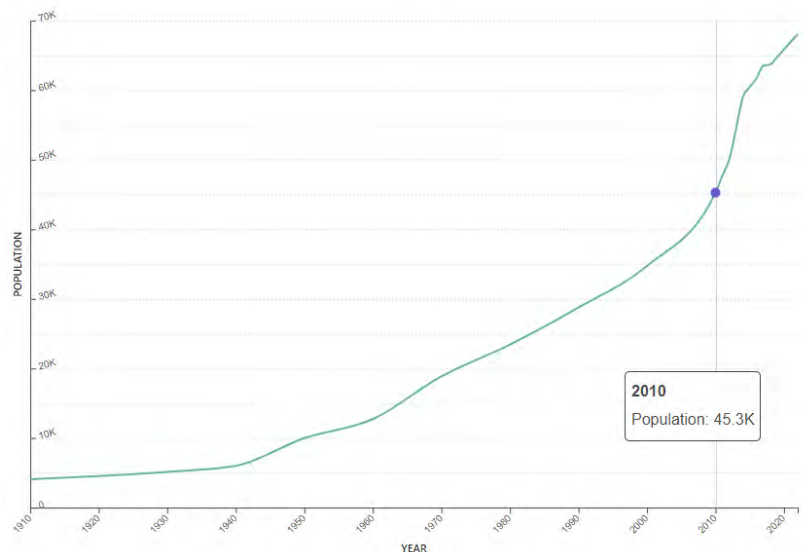
San Marcos has a 2020 population of 68,040 and is currently growing at a rate of 1.63% annually. Its population has increased by 50.31% since the most recent census, which recorded a population of 45,267 in 2010.² Of the 25 fastest growing counties in the United States in 2018, by change in population 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.

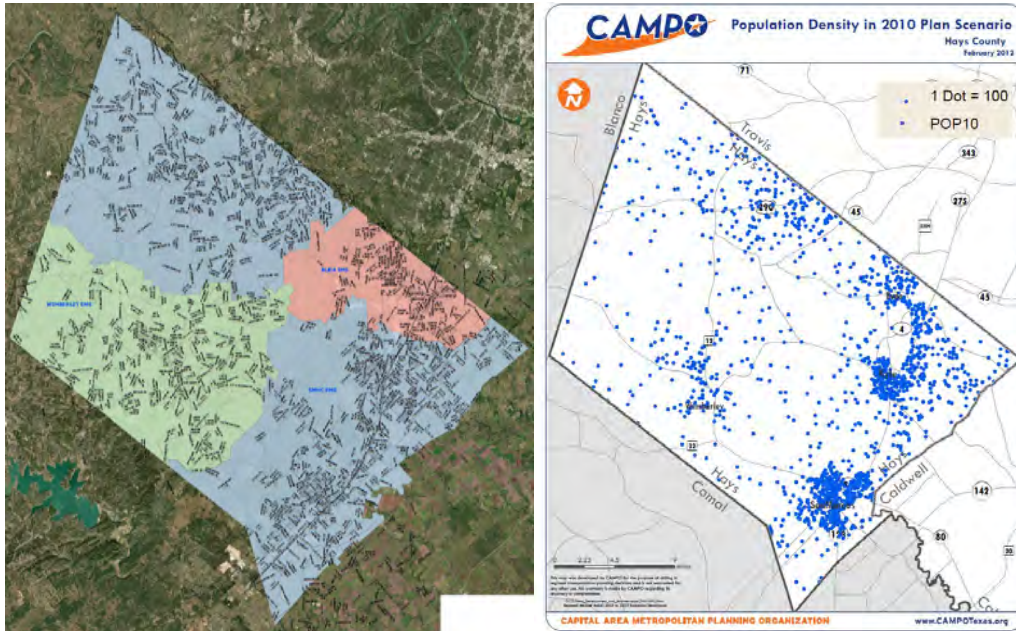
Vehicle	Cost
2023 Ford Type 3	\$149,900.00
2022 Ford Type 3	\$169,900.00
2022 Ram Heavy Duty	\$239,900.00
2022 Ram Heavy Duty	\$249,900.00
2022 Chevy Type 3	\$169,900.00
2021 Ram Heavy Duty	\$259,900.00
Average	\$206,566.67 ⁸

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: <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 SAN MARCOS HAYS COUNTY EMS, INC.		D Employer identification number 74-2276859
	Doing business as		E Telephone number (512) 353-5115
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite PO BOX 641		
	City or town, state or province, country, and ZIP or foreign postal code SAN MARCOS, TX 78667		G Gross receipts \$ 9,596,835.
	F Name and address of principal officer: Lon Shell 2061 CLOVIS BARKER DRIVE SAN MARCOS, TX 78666		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input 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: ▶			
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: 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)? If "Yes," complete Schedule A	1 X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (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? If "Yes," complete Schedule C, Part 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? If "Yes," complete Schedule C, Part II	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? If "Yes," complete Schedule C, Part III	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? If "Yes," complete Schedule D, Part 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? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	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? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V	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? If "Yes," complete Schedule D, Part VI	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? If "Yes," complete Schedule D, Part VII	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? If "Yes," complete Schedule D, Part VIII	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? If "Yes," complete Schedule D, Part IX	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	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)? If "Yes," complete Schedule D, Part X	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	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? If "Yes," complete Schedule F, Parts I and IV	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? If "Yes," complete Schedule F, Parts II and IV	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? If "Yes," complete Schedule F, Parts III and IV	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? If "Yes," complete Schedule G, Part 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? If "Yes," complete Schedule G, Part II	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	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? If "Yes," complete Schedule I, Parts I and II	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 Did the organization have local chapters, branches, or affiliates?	10a	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?	10b	
11 a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12 a Did the organization have a written conflict of interest policy? If "No," go to line 13.	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	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	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	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	15a	X
b Other officers or key employees of the organization	15b	X
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16 a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	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?	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	6b				
	c	Rental income or (loss)	6c				
	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	7b				
	c	Gain or (loss)	7c				
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a				
	b	Less: direct expenses	8b				
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19	9a				
b	Less: direct expenses	9b					
c	Net income or (loss) from gaming activities						
10a	Gross sales of inventory, less returns and allowances	10a					
b	Less: cost of goods sold	10b					
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?		
b A family member of a person described in (a) above?		
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 .		

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.		
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.		

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).		

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?		
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).		
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.		

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.			
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.			
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 .			
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.			

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



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor:

Commissioner Jones

Co-Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays-Caldwell Women's Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **JONES/SMITH**

Summary:

Funds can only be used by Grantee for working capital to mitigate and recover from the extraordinary expense and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
HCWC PW

Fiscal Impact:

Amount Requested: \$644,000

Line Item Number: 011-763-99-159.5600_001

Budget Office:

Source of Funds: ARPA Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$644,000 - Increase HCWC Project Contribution 011-763-99-159.5600_001

(\$644,000) - Decrease ARPA Misc 011-763-99-153.5391

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

Grant Agreement HCWC - Draft
HCWC PW

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 this 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 lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

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: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



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)	19
	4	Number of independent voting members of the governing body (Part VI, line 1b)	19
	5	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	62
	6	Total number of volunteers (estimate if necessary)	417
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
7b	Net unrelated business taxable income from Form 990-T, line 39	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.
	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)	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 Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/> PTIN P00963779
	RANDY L. WALKER, CPA			
Preparer Use Only	Firm's name	Firm's EIN	Phone no.	
	RANDY WALKER & CO	20-3992693	210-366-9430	
	Firm's address			
	7800 IH 10 WEST, STE. 505 SAN ANTONIO, TX 78230			

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.		

Form 990 (2019)

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 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.	19			
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?			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
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?			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
10a Did the organization have local chapters, branches, or affiliates?	10a	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?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	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	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	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	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	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	15a	X
b Other officers or key employees of the organization	15b	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?	16a	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?	16b	

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
- 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
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				
	b		900099	25,653.	25,653.		
	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.

Form 990 (2019)

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"/>	

Form 990 (2019)

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

HAYS-CALDWELL WOMEN'S CENTER

Employer identification number

74-2020505

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		
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.")	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?	1	
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?	2	
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3	

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).
☐ Preservation of land for public use (for example, recreation or education) ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ 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.			
----------	---	--	--	--

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.

Schedule C (Form 990 or 990-EZ)		2015	
Part IV	Supplemental Information <i>(continued)</i>		

[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.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Judge Becerra

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve the revised Hays County Animal Control Ordinance. **BECERRA**

Summary

Revisions to the Hays County animal control ordinance were recommended by Team Shelter USA to stay current with the "Safe Outdoor Dogs Act," a state law that took effect January 2022 for humane treatment of animals.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve a Resolution to requesting that the LCRA work with local leaders and stakeholders to accelerate the update of its Water Management Plan to implement a more protective approach to managing the Highland Lakes. **BECERRA**

Summary

Attachments

Water Management Resolution



RESOLUTION

On Securing the Future by Improving Water Management Policies and Promoting Water Conservation in Central Texas and the Lower Colorado River Basin

The Commissioners Court of Hays County, Texas meeting in regular session on the 9th day of August 2022 considered the following resolution:

WHEREAS, the Highland Lakes are the primary water supply for Central Texas; and

WHEREAS, it is projected that Central Texas could add up to one million new residents by 2030; and

WHEREAS, more arid weather conditions shifting eastward to include Texas have led the state climatologist to observe that sustained drought conditions could become permanent; and

WHEREAS, current water inflows into the Highland Lakes continue to decline with most monthly totals lower than the average for the historic drought of record; and

WHEREAS, the current LCRA Water Management Plan is in need of modernization to reflect the region's paradigm shift of increasing water needs and drier weather patterns;

NOW, THEREFORE, BE IT RESOLVED, that we, the Hays County Commissioners Court, do hereby request:

1. That the LCRA work with local leaders and stakeholders to accelerate the update of its Water Management Plan to implement a more protective approach to managing the Highland Lakes in 2022;
2. That updates to the Water Management Plan reflect current scientific research and data, take into account the significant decline in water flowing into the Highland Lakes, include provisions that encourage conservation by all water users, and prepare for greatly increased water demands in Central Texas;
3. That the LCRA obtain information on the causes for, and consequences of, the dramatic declines in inflows to the Highland Lakes, to assure that this phenomenon is accounted for in the updated Water Management Plan;
5. That the LCRA facilitate smart water distribution and usage, including the implementation of modern and efficient water use practices in large irrigation settings suitable to an arid climate; and
6. That the LCRA expand its public outreach and input opportunities and establish advisory committees of local officials, business leaders, stakeholder organizations, and area residents to foster an increased opportunity for open discussion and collaboration on issues that affect the water supply and economy for almost two million Central Texans.

RESOLVED, this 9th day of August 2022, by the Hays County Commissioners Court.

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: 08/09/2022

Requested By:

CUTLER

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action authorizing the County Judge to execute an Intergovernmental Inmate Housing Agreement between Hays County and Haskell County for the care and custody of overflow Hays County inmates. **SMITH/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: \$1,733,750 - Year 1
(\$299,250) - FY22

Line Item Number: 001-618-03.5361

Budget Office:

Source of Funds: General Fund

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

Haskell/LaSalle ILA for Outsourcing

**INTERGOVERNMENTAL INMATE HOUSING AGREEMENT
BETWEEN HAYS COUNTY AND HASKELL COUNTY, TEXAS**

This Interlocal Agreement ("Agreement") is made as of the 8th day of August 2022 by and between **Hays County Texas**, a political subdivision of the State of Texas, by and through its Commissioners Court, 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666 (hereinafter referred to as "**County**") and **HASKELL COUNTY, Texas** a political subdivision of the State of Texas, by and through its Board of Commissioners, 1 Ave D, Haskell, Texas 79521 hereinafter referenced to as "**Contractor**"), and **LASALLE CORRECTIONS WEST, LLC**, a limited liability corporation organized under the laws of the State of Texas for this Agreement (hereinafter referred to as "**Operator**") with an address of 26228 Ranch Road 12, Dripping Springs, Texas 78620. The County, Contractor, and Operator are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS; Contractor is a political subdivision of the State of Texas governed by a duly elected Board of Commissioners.

WHEREAS; County is a political subdivision of the State of Texas governed by a duly elected Commissioners Court; and

WHEREAS; Contractor is authorized by the State of Texas to detain, house and /or control any inmates referred to the Facility, pursuant to a Prisoner Detention Agreement or Intergovernmental Agreement or related agreement and Operator is hereby authorized by Haskell County to detain, house and /or control any inmates referred to the Facility pursuant to this Agreement.

WHEREAS; the law of the State of Texas allows Haskell County to enter contracts with private vendors to operate, manage and maintain the Facility; and

WHEREAS; the Contractor is willing and capable of housing Hays County Inmates by taking custody of the County inmates at the Rolling Plains Detention Center at 118 CR 206, Haskell, Texas 79521 ("Facility"); and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. GENERAL SCOPE OF SERVICES

- A) Operator agrees to provide detention, care, and transport of certain County inmates ("Inmates") detained under the authority of the Hays County Sheriff (the "Services"), for the County detention program. The Operator shall perform all the Services for the County, as detailed and attached hereto as **Exhibit B** and incorporated herein by reference. Costs shall be per Operator's Pricing Schedule and attached hereto as **Exhibit A** and incorporated herein by reference.
- B) Beginning on or about August 9, 2022, Operator shall provide the County with a guaranteed minimum of fifty (50) beds to be utilized solely by County inmates and shall immediately accept an intake of fifty (50) County inmates on or about such date.
- C) Beginning October 1, 2023, the Operator shall provide County with a guaranteed minimum of two hundred (200) beds to be utilized solely by County inmates. If necessary, an **intake ramp-up schedule** can be followed by the Operator to accommodate a safe transition of inmate population. Beginning October 1, 2023, Operator shall accept additional inmates, through additional transports until a full inmate population of two hundred (200) has been reached. Such two hundred (200) inmate threshold shall take place on or before November 1, 2023.
- D) Operator shall certify, and shall at all times retain certification of, its officers under the Texas Commission on Law Enforcement (TCOLE) a regulatory State agency that establishes and enforces standards to ensure the people of Texas are served by highly trained and ethical law enforcement and corrections personnel in providing the Services in accordance with the Texas Jail Standards and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder.
- E) Operator shall operate under the purview of the local or Haskell County Sheriff and demonstrate that Operator meets or exceeds all applicable requirements of the Sheriff.
- F) Operator shall comply with Prison Rape Elimination Act (PREA) standards.
- G) Operator shall follow Transportation Standards for interstate/intrastate transportation of prisoners and fugitives from justice. Operator must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) enacted December 21, 2000.

- H) Operator shall provide a minimum of two (2) round trips per week from Operator's facility to the Hays County Jail for the drop-off and pickup of inmates with the price of these trips included in the daily pricing structure per inmate. The Operator will provide the County the ability to retrieve its own inmates from the Facility for bond outs, advanced medical treatment and emergency court appearances upon giving sufficient notice to coordinate the desired transport. Additional trips to be performed by Operator may be requested and billed at \$30.00/\$45.00 per guard hour for regular/overtime, the GSA mileage rate per mile for vans, and \$1.00 per mile for buses. There is not a minimum number of inmates required per trip and the return trip may not have any inmates.
- I) Operator warrants and represents that its management of the Facility in Texas where inmates will be placed comply with the minimum standards adopted by the Texas Commission on Jail Standards.
- J) The Hays County Sheriff, or his designated representative, shall act for the County in connection with the performance of this Agreement. Operator shall act only upon instructions from that specified individual.
- K) The Operator shall follow all federal, state, and local laws, rules, codes, and regulations applicable to the Operator's Services. In assuming custody of inmates, Operator shall assume the sole responsibility for security and control of inmates in a professional manner and in accordance with the Sheriffs written policies and procedures. Such policies, procedures and directives may be promulgated in the future regarding the use of force and the securing and control of inmates. In the event there are not any written policies or procedures, Operator shall follow reasonable and customary operating procedures.
- L) Operator shall supply video conferencing stations at the Facility and allow for attorney video visitation.
- M) Contractors shall designate a representative who shall be authorized to act on the Contractor's behalf with respect to the performance of Services.

2. **TERM**

- A) The term of this Agreement will be for two (2) years and shall begin **August 9, 2022**, and end on **August 8, 2024** ("Initial Term") with the option of four (4) one-year renewals ("Renewal Term") which can be exercised by the mutual agreement of the Contractor and the Operator based upon the same terms, conditions, and pricing as the Initial Term.

- B) The County shall give notice of its intent to renew the Agreement at least sixty (60) days prior to the expiration of the then-current term of this Agreement.

3. OPERATOR'S COMPENSATION

- A) Subject to the Limit of Appropriation and any required approvals from the County as set forth in this Agreement, beginning August 9, 2022, the County agrees to compensate the Operator an annual fixed payment of One Million, Seven Hundred Thirty-Three Thousand, Seven Hundred Fifty Dollars (\$1,733,750) payable in twelve (12) monthly installments for the guaranteed fifty (50) inmates. Any inmates above fifty (50) will be paid in accordance with the rates found in the Operator's Pricing Schedule in **Exhibit A**.
- B) Subject to the Limit of Appropriation and any required approvals from the County as set forth in this Agreement, beginning October 1, 2023 the County agrees to compensate the Operator an annual fixed payment of Six Million, Nine Hundred Thirty-Five Thousand Dollars (\$6,935,000) payable in twelve (12) monthly installments for the guaranteed two hundred (200) inmates. Inmates above two hundred (200) will be paid in accordance with the rates found in the Operator's Pricing Schedule in **Exhibit A**.
- C) The annual fixed payment will begin November 1, 2023 once the County inmate population reaches a minimum of two hundred (200) inmates. Prior to the full inmate ramp-up schedule (in the gap period while transition from the guaranteed fifty (50) inmates to the guaranteed two hundred (200) inmates, the cost per inmate will be \$95.00/inmate day.
- D) The County will issue a Purchase Order for approved contracted Services performed under this Agreement prior to the first intake of inmates.
- E) In the event Operator cannot provide the County with the guaranteed minimum fifty (50) beds or guaranteed two hundred (200) inmate beds, as applicable, the County shall not be required to compensate Operator the full annual fixed payment; rather, the County shall only be required to compensate Operator Ninety-Five Dollars (\$95.00) per inmate per day for the beds actually available to be utilized by the County.

4. RECORDS

Operator, including its employees and sub-contractors, shall maintain all books, documents, papers, medical records, charges, complaints, hearings, disciplinary records, and all other inmate records which a correctional institution is required to make and keep, and bring to the attention of the County. Such records shall be kept in each inmate file and turned over to the County at the expiration of this Agreement. Operator may keep copies of said records as may be necessary to resolve any matters which may be pending. Upon resolution of the matter, those copied records may be destroyed by Operator. Notwithstanding the foregoing, the County will not have any rights to inspect or copy Operator's non-public financial records or proprietary information. The Operator when applicable, will present documented precise records of time and/or money expended under this Agreement.

5. PROFESSIONAL STANDARDS

The Operator shall obtain, and thereafter maintain, such certification(s), if any, necessary to incarcerate at the Facility high-risk and non-high-risk inmates of whatever source, whether local, state, federal, and whether from inside or outside the State of Texas.

6. INSPECTIONS

- A) Operator shall allow the County to conduct inspections of the facility as required to ensure an acceptable level of Services and acceptable conditions of confinement, as determined by the County. Notice to the Operator is required prior to an inspection to the warden of the facility, or his/her designee must be notified and on-site.
- B) If within a thirty (30) day cure period, Contractor fails to remedy deficient Services that the County identifies through inspection, the County may immediately terminate this Agreement.
- C) Operator shall provide the County copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.

7. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon County persons, firms, associations, or corporations engaged by Operator as servants, agents, independent Contractors, or in any other capacity whatsoever, or make the County liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Operator of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Operator, its servants, agents or independent Contractors.

8. ASSIGNMENT

The Contractor shall not subcontract, transfer, or assign any part of the services under this Agreement without prior written consent of the County (such consent shall not be unreasonably withheld).

9. INDEMNIFICATION

Operator agrees to indemnify, defend and hold harmless the County from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the County may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Operator, its employees, agents, or subcontractors, under this Agreement and arising from any cause, except the sole negligence of County.

Cost of Defense. The County acknowledges that it will defend, at its own cost, any post-conviction action, including, without limitation, appeals and writs of habeas corpus filed by any inmate challenging the underlying judgment or conviction or the administration of the sentence imposed, and all actions filed by inmates or others challenging the decision or right of the County to place Inmates with Contractor at the Facility.

10. INSURANCE

- A) The Operator shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Operator. These requirements do not establish limits of the Operator's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- B) Operator shall maintain at a minimum:
 - i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, Two Million Dollars (\$2,000,000.00) Aggregate.

The County shall be named as an "additional insured" on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

- ii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iii) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an "additional insured" on the automobile policy.
- iv) Proof of insurance with proof of waiver of subrogation and County designated as an "additional insured" must be returned attached to the signed Agreement as **Exhibit C**, which is attached hereto and incorporated herein by reference.

11. INDEPENDENT CONTRACTOR

The Operator shall perform this Agreement as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Agreement is performable in Haskell County, Texas and shall be governed by the laws of the State of Texas. Jurisdiction of all claims shall be in the appropriate court of competent jurisdiction (state or federal) in Haskell County, Texas.

All matters related to the application of the criminal laws of the County and application of those laws to the determination of inmate sentencing, incarceration terms and orders of the State of Texas as to any inmate shall be governed by the laws of the State of Texas as determined and directed by the Hays County Sheriff.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or them duly authorized representative and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Agreement, are merged herein.

15. TERMINATION

- A) If the Agreement is terminated before the end of the then-current Term, the County agrees to pay Operator for the remaining months of the Term (either the Initial Term or any subsequent renewal term). The County will pay Operator for any remaining months of the Term on a per month average based on the monthly cost of the Services already provided during the Term of the Agreement.
 - i) If this Agreement is terminated pursuant to Section 6(B), the County shall only be responsible for compensating Operator for the months of Service already provided. Under no circumstances shall the County be liable for any payments related to any remaining months of the then-current Term.
- B) The County may terminate this Agreement at any time by notice in writing to the Contractor.
- C) Upon receipt of termination notice, Operator shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- D) Within thirty (30) days after receipt of notice of termination, Operator agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- E) In the event the Contractor terminates this Agreement, the County shall not be responsible for charges for the Services not actually performed. Contractor shall provide at least thirty (30) days' written notice for any such termination by Contractor. *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of County bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Agreement Transition. In the event the Agreement ends by either expiration or termination, Operator shall assist in the transition until such time that a new Operator can be completely operational. Operator acknowledges its responsibility to cooperate fully with the replacement Operator and the County to ensure a smooth and timely transition to the replacement Operator. Such transitional period shall not extend more than thirty (30) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

16. EFFECTIVE DATE

This contract is expressly subject to the appropriation of funds and the effective date of this Agreement is the date of execution.

17. NOTICE

All notice arising out of or from the provisions of this Agreement, except as otherwise required herein, shall be in writing and given to the parties at the address provided, delivered either by a nationally recognized overnight courier mail service, certified mail, return receipt requested,

facsimile at the telefax number provided below with proof of successful transmittal, or delivery in person.

To Operator:

LaSalle Corrections, LLC
26228 Ranch Road 12 Dripping
Springs, TX 78620 Tel. 512-
858-7202
Fax. 512-858-7212

To County:

Hays County, Texas
County Judge
Hays County Courthouse
111 E. San Antonio St, #300
San Marcos, Texas 78666

To Contractor:

Haskell County, Texas
County Judge
Kenny Thompson
Haskell County Courthouse
1Ave D
Haskell, Texas 79521

18. LICENSURE

The Contractor covenants that it has obtained all the applicable licenses or permits, temporary or otherwise, as required by federal or state law to perform under this Agreement.

19. MEDIA

Contact with the news media, citizens of the County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Operator release any material or information developed in the performance of this Agreement without the express written consent of the County.

20. TEXAS PUBLIC INFORMATION ACT

The Parties acknowledge that this Agreement is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. Operator expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Operator. In the event the County receives a written request for information pursuant to the Act that affects Operator's rights or interest in any information or data furnished to the County by Operator under

this Agreement, then the County will promptly notify Operator of such request and allow Operator the opportunity to prepare comments and submit information to the Office of the Attorney General of Texas, as appropriate under the Act.

21. WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.

22. SEVERABILITY

If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

23. EXECUTION AUTHORITY

By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto, and has the necessary authority to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

HAYS COUNTY:

Date

County Judge Hays County
Ruben Becerra

Date

Sheriff
Gary Cutler

HASKELL COUNTY:

Date

County Judge Haskell County
Kenny Thompson

Date

Sheriff
David Halliburton

LASALLE CORRECTIONS WEST, LLC

Date

EXHIBIT A
Pricing Information

	<u>Inmates</u>	<u>Cost</u>
<u>Housing Cost plus basic Transportation:</u>		
Guaranteed Fixed Fee beginning August 9, 2022	0-50	\$1,733,750
	51-200	\$6,935,000
Guaranteed Fixed Fee beginning October 1, 2023 <i>(\$95.00/day prior to full population of 200)</i>		
Additional Inmates Cost per Day	201-400	\$92.50
Additional Inmates Cost Per Day	401-above	\$90.00
<u>Transportation Costs:</u>		
Initial Intake of Inmates	No additional	No
Weekly Release/Intake-2 trips	additional Cost as	
Additional Inmate	depicted above	
Release/Intake	\$30.00/\$45.00 guard hour regular/OT rates Cost per mile GSA mileage vans \$1.00 for buses	

** Above rates are subject to a CPI adjustment each renewable period.*

EXHIBIT B
Statement of Work
DETENTION CENTER's CAPACITY

Texas Regional Director Jay Eason (936) 661-4307

ROLLING PLAINS DETENTION CENTER
118 CR 206
Haskell, Texas 79521

Capacity: Warden: Telephone:

555 beds Min-Med male

Judith Bennett
(254) 317.3941

SERVICES AVAILABLE.

Inmate services provided but not limited to are as follows:

1. Commissary services at least two (2) times weekly will be provided as dictated by Texas Jail Standards.
2. Recreation in accordance with Texas Jail Standards
3. Dayroom in accordance with Texas Jail Standards
4. Lexis Law/general library
5. Telephone Services will be made available to all inmates as dictated by Texas Jail Standards
6. Transportation to and from Hays County will be provided as needed at no charge twice (2) per week. The Operator will provide the County the ability to retrieve inmates for bond outs, advanced medical treatment, and emergency court appearances in as little as twelve (12) hours. Additional trips may be requested and billed at \$35.00 per guard hour and \$45.00 for Overtime hours and the GSA mileage rate per mile.
7. SKYPE and conference calls for Attorney visits is available.
8. Access to reasonable visitation with family members through video and in person visits will be made available at no cost to the family members as agreed to by the County.
9. Operator shall comply with the Prison Rape Elimination Act (PREA) standards.

CLASSIFICATION

The Facility will accept inmates with the following classification criteria as listed above:

1. Male and female adult offenders with Minimum and Medium custody classification levels will be accepted according to the facility's **AVAILABILITY**.
2. Maximum custody level classifications will be evaluated using the Facility's unit classification system for male and female adult offenders not accepting inmates with offenses such as murder, escape, aggravated kidnapping or sexual assault, no present or past serious institutional behavioral problems and assaultive in nature (eg, weapons possession, staff assaults, inmate assaults, riots, disturbances and serious contraband/staff manipulators).
3. We will accept Gang affiliated inmates on a case-by-case basis and where space is available.
4. Inmates under the age of eighteen (18) will not be accepted.
5. Hays County will screen the inmates based on the agreed upon criteria then send their recommendations to the Haskell warden for his concurrence.

FACILITY MEDICAL STANDARDS

The cost of all medical services shall be included in the daily pricing structure per Inmate, unless otherwise noted below. All medical services provided to Inmates must be provided by the appropriately licensed personnel. Operator shall ensure that inmates receive instructions for gaining access to health care services and shall ensure that it's employees obtain any health complaints in writing to deliver to health care staff.

1. Operator understands and agrees to the following requirements:
 - Provide physician or nurse practitioner evaluations within twenty-four (24) hours for Inmate's identified as having urgent medical issues at intake screening.
 - Provide medical services to both male and female detainees.
 - Appropriately manage inmates with mental health issues, including but not limited to access to psychiatrists, psychologists, appropriate medications, and proper housing options for monitoring.
 - Provide an equivalent pharmacy formulary for all medications and provide pharmacy support to allow for follow-up medication continuity.
 - Accept individually labeled "Keep On Person" medications as provided by the County for initial prescriptions. Administration of medication after arrival to the facility is the facility's responsibility.
 - Require that no use of prescription medication will be approved without the facility's medical director or facility medical provider ("Health Authority") instruction for the individual Inmate.
 - Be capable of supporting patients in need of movement assistance including, but not limited to canes, walkers, crutches, and wheelchairs excluding inmates requiring use of permanent prosthetic devices.

- Provide nursing support for patients requiring ostomy care.
 - Provide laboratory, radiology, dental, and optical support, even if off-site treatment is necessary.
 - Have "Heart Healthy" diets available to all Inmates such prescribed.
 - Have Automated External Defibrillators on-site.
 - Assure that all health care providers are CPR-certified.
 - Provide nursing support through an onsite clinic twelve hours (12) hours a day, five (5) days per week and on-call nursing services 24 hours a day 7 days a week.
 - Provide documentation of reimbursable expenses to the County Auditor's satisfaction.
 - Assure that all negotiated rates at the local hospital(s) do not exceed Medicare/Medicaid rates.
 - Pay costs of hospital/emergency room/specialist care for Inmate and bill County for services.
 - Maintain all Inmate medical records for both on-site and off-site care. Such records will be transmitted to the Hays County Sheriff's Office upon the inmate's return to Hays County. The medical records shall be the property of Hays County and shall be provided upon request of the Hays County Sheriff or his designee.
 - Costs for on-site medical services shall be borne by the Operator.
 - Costs for off-site evaluations, treatments, x-rays, hospitalizations, laboratory support, radiology, prescription medications, and dental services shall be borne by the County and invoiced to the County appropriately.
2. Operator shall provide County Inmates with on-site health care services under the control of a Health Authority. Operator shall ensure equipment, supplies, and materials required by the Health Authority to deliver health care on-site are supplied as needed.
 3. Operator shall ensure that all health care service providers utilized for County Inmates hold all documentation, including but not limited to licenses, special certifications, registrations, and accreditation, required by law to perform the applicable health care service.
 4. Operator shall ensure that all health care service providers utilized for Inmates shall maintain, in good standing, any and all appropriate licensing and accreditation as required by the state where they are practicing or other applicable licensing entities, in order to perform health care services during the term of this Agreement.
 5. Operator shall ensure that all health care service providers utilized for County Inmates shall be supervised by an appropriate authority in compliance with their respective license, certification, registration, or accreditation.
 6. Operator shall ensure that its employees solicit each Inmate for health complaints and deliver the complaints in writing to the Health Authority or designated medical and health care staff. Operator shall furnish the Inmates instructions for gaining access to health care services.
 7. Operator shall ensure that Inmates receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening with twenty-four (24) hours or arrival at the facility, sick call coverage, provision of over-the-counter medications, and treatment of minor injuries including, but not limited to lacerations, sprains, and contusions. Operator shall provide management of routine health

- concerns, including but not limited to stable chronic care conditions such as hypertension, diabetes, asthma, and mental health concerns. Excluded with the unstable patients would be any inmate requiring permanent oxygenation or any lines, drains, or airways.
8. If Operator determines that an Inmate has a medical condition which renders that person unacceptable for detention at Operator's facility (e.g. contagious disease, severe heart problems, cancer, condition needing life support, uncontrollable violence), Operator shall immediately notify County. Upon such notification, Operator shall allow "County" a reasonable time to make the proper arrangements for further disposition of that Inmate.
 9. Upon request, Operator shall release any and all medical information for Inmates to the Hays County Sheriff, or his designee. Operator shall provide all medical care that is deemed medically necessary for Inmate health. For cost decisions concerning medical care provided outside the facility, Operator may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of the County and the Inmate. However, all medical decisions shall be made by an appropriately qualified medical professional. The Hays County Sheriff, or his designee, shall be informed when an Inmate visits the Emergency Room or is admitted to a hospital. Upon further discussion, a mutual decision shall determine if that Inmate should be returned to County. Notwithstanding the previous statement, Operator reserves the right to decide, in its sole discretion, to return any or all Inmates to County at any time if based upon a medical condition which renders such inmate(s) unacceptable for detention. All additional medical charges for inmate care should be compiled and presented as a separate monthly medical invoice along with the regular monthly invoices for the daily fixed-price per Inmate Services.
 10. Operator shall provide access to twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, Operator shall obtain the medical treatment required to preserve the inmate's health. Operator shall have access to an off-site emergency medical provider at all times. The Health Authority of the Operator shall notify County as soon as possible, and in no case more than seventy-two (72) hours after Inmate receipt of such care.
 11. Operator shall provide guards for Inmates that are admitted to an outside medical facility. Guards are to be provided by Operator until such time as the inmate can be transported back to the facility or County. Operator will be entitled to the guard hour reimbursement of \$35.00 per hour for stays lasting more than 12 hours.
 12. Operator shall allow County reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Operator departments.

EXHIBIT C

OPERATOR'S CERTIFICATE OF ACCORD

(Follows behind)



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2023 Budget. Possible action may follow.

BECERRA/DORSETT

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/09/2022

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.
