

**Commissioners Court -- SEPTEMBER 19, 2023
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **SEPTEMBER 19, 2023**, 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. Adopt a Proclamation recognizing October 1-7, 2023 as National 4-H Week. **SHELL**
2. Adopt a Proclamation recognizing September 15-October 15, 2023 as Hispanic Heritage Month. **BECERRA**
3. Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**
4. Presentation by the Hays County Office of Emergency Services to include a recap of the 2023 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest. **BECERRA/MIKE JONES**

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. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of September 12, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the September 30, 2023 payroll disbursements in an amount not to exceed \$4,700,000 effective September 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Approve Resolution Amending Authorized Representatives agreement with TexPool. **BECERRA/TENORIO**

7. Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$10,009.85; authorize a waiver to the purchasing policy. **COHEN/T.CRUMLEY**
8. Authorize the execution of the First Contract Renewal for the Statewide Automated Victim Notification Service (SAVNS) with Apriss Insights, LLC. **BECERRA/T. CRUMLEY**
9. Authorize the Hays County Criminal District Attorney's Office to purchase four (4) HotDocs user licenses for document assembly software related to Child Protection Court cases. Last Name of **SMITH/HIGGINS**
10. Authorize the execution of a renewal agreement for \$39,355.08 for Westlaw Patron Access for use by Hays County Law Library patrons. **SHELL/BARRON**
11. Authorize the execution of a renewal agreement for \$31,376.76 Westlaw online legal research services for use by Hays County Courts judges and staff with funds budgeted for FY2024 budget. **SHELL/BARRON/POWELL**
12. Approve Utility Permits. **SHELL/COHEN/BORCHERDING**
13. Authorize payment to Richard Cowell Tactical where the amount was \$554.50 to purchase a vest carrier for the Constable Pct. 3 office in which no purchase order was issued as required per the County Purchasing Policy. **SHELL/MONTAGUE**
14. Authorize the acceptance of additional funds from the Texas Indigent Defense Commission for the Regional Padilla Compliance Program in the amount of \$136,451.00 and amend the budget accordingly. **BECERRA/T.CRUMLEY**
15. Authorize payment to Panoramic Software Inc. Vetpro software in the amount of \$1,800.00 for the Veteran's Administration Office in which no purchase order was issued as required per County Purchasing Policy. **INGALSBE/PRATHER**
16. Authorize the County Judge to execute the First Amendment for a time extension to the Contract between Hays County and Vista Planning and Design for work on Sentinel Peak Preserve Master Plan Phase 2 A&B. **SHELL**
17. Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a \$15.00 monthly weight report fee for each location, Driftwood and Wimberley. **SMITH/SHELL/T.CRUMLEY**
18. Approve contract change orders for Diamondback Landscaping and Lawn care, Inc. (\$20,021.10) pursuant to IFB 2023-B13 for additional scope of work for the Courthouse Grounds Renovation Project. **INGALSBE/T.CRUMLEY**
19. Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (December 31, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code. **BECERRA/TENORIO**
20. Accept Delivery of the Quarterly Audit Report for the Fire Marshal Office and the Parks Department for the audit period January 2023 through March 2023. **VILLARREAL-ALONZO**
21. Accept delivery of the Internal Examination report for the District Attorney's Office. **VILLARREAL-ALONZO**
22. Approve specifications for RFQ 2023-Q01 Public Improvement District (PID) Bond Underwriting Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/VILLARREAL-ALONZO**
23. Amend various departmental operating, special revenue and capital project budget funds in preparation for the County's Fiscal Year 2023 year-end process. **BECERRA/DORSETT**
24. Authorize payment to AMG Print & Mailing in the amount of \$1,015.72 for the Treasurer's Office in which no purchase order was issued as required per County Purchasing Policy. **BECERRA/TENORIO**
25. Approve Commissioner Pct 4 to contribute community funds to the following: Dripping Springs Independent School District Education Foundation (\$1,000.00), Hays Independent School District Education Foundation (\$1,000.00), and Foster Village (\$1,000.00). **SMITH**

- H.

ACTION ITEMS

- I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement with WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**
 2. Discussion and possible action to authorize the County Judge to execute Change Order No. 3 in the amount of \$92,978.49 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHERDING**
 3. Hold a public hearing with possible action to establish a 3-way stop at the intersection of Green Pastures Road and Country Lane. **INGALSBE/BORCHERDING**
 4. Hold a public hearing with possible action to establish a 3-way stop at the intersection of Bunton Lane, Heidenreich Lane, and Dairy Road. **INGALSBE/BORCHERDING**
 5. Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$381,390.20 for the Driftwood, Phase 1, Lot 2, Revised Plat (Irrevocable Standby Letter of Credit No. 1103466966). **SMITH/BORCHERDING**
 6. Discussion and possible action to consider the release of the subdivision performance bond #7901063583 in the amount of \$372,201.25 for phase 4, and #7901063582 in the amount \$863,725.25 for phase 5, and the acceptance of the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 4 and 5. **INGALSBE/BORCHERDING**
 7. Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,855,411.19 for the Sunset Oaks, Section 4, Phase 3B, Final Subdivision (Bond # 6131050164). **INGALSBE/BORCHERDING**
- J.

SUBDIVISIONS

1. PLN-2208-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat. **SMITH/PACHECO**
 2. PLN-2293-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat. **SHELL/PACHECO**
 3. PLN-2313-NP; Discussion and possible action regarding the Hawk Ridge, Phase 2, Final Plat (27 Lots). **SMITH/PACHECO**
- K.

MISCELLANEOUS

1. Discussion and possible action to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2024 related to Indigent health care costs' authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4). **SHELL**
 2. Discussion and possible action to adopt an order of the Commissioners Court of Hays County, Texas accepting and approving the 2023 Annual Service Plan Update to the Service and Assessment Plan (SAP) including updated Major Improvement Area assessment roll, Neighborhood Improvement Area #1 assessment roll, Neighborhood Improvement Area #2 assessment roll, and Neighborhood Improvement Area #3 assessment roll for the La Cima Public Improvement District (PID); making and adopting findings; providing a cumulative repealer clause; and providing an effective date. **SHELL**

3. Hold a public hearing in accordance with Section 293.101 of the Texas Health and Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2024 pursuant to the County Health Care Provider Participation Program. **SHELL/T.CRUMLEY**
4. Discussion and possible action to execute an Equipment Relocation Request for the Personal Health Department (\$417.38) and the Election's Office (\$417.38) copiers and amend the budget accordingly. **BECERRA/T.CRUMLEY/DOINOFF**
5. Discussion and possible action to appoint a Justice of the Peace, Precinct 2 Place 2 effective 10/1/2023 pursuant to Texas Local Government Code Chapter 87.041. **COHEN**
6. Discussion and possible action to set the off-duty County Patrol Vehicle fees for the Constable and Sheriff Departments under Texas Local Government Code Section 118.131. **SMITH**
7. Discussion and possible action to authorize the execution of the Equipment Calibration & Maintenance Program Agreement with FarrWest pursuant to HGAC Contract EP11-20, in the amount of \$14,469.72 annually, effective October 1, 2023. **BECERRA/M.JONES**
8. 1:00pm - Hold a final public hearing for the Fiscal Year 2024 Hays County Proposed Budget. **BECERRA/DORSETT**
9. Discussion and possible action to set the Fiscal Year 2024 salaries and allowances for Hays County Elected Officials. **BECERRA/DORSETT**
10. Discussion and possible action to adopt the Fiscal Year 2024 Hays County budget after making final changes as a result of the public hearing. **BECERRA/DORSETT**
11. Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2024 Hays County budget. **BECERRA/DORSETT**
12. Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2024 and levy the taxes. **BECERRA/DORSETT**

L.

WORKSHOP

1. 11:00 a.m. - Budget Workshop regarding the Fiscal Year 2024 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 2. Possible discussion and/or action may follow in open court. **COHEN**

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. **INGALSBIE/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**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Pre-Trial Services Randy Focken. **BECERRA**

O. ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 15th day of September, 2023
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: F. 1.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Adopt a Proclamation recognizing October 1-7, 2023 as National 4-H Week. SHELL

Summary

Attached: Proclamation

Attachments

Proclamation - Nat'l 4-H Week



**PROCLAMATION RECOGNIZING OCTOBER 1-7, 2023 AS
NATIONAL 4-H WEEK**

WHEREAS, The Hays County Commissioners Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youth throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby designate October 1-7, 2023, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

ADOPTED THIS THE 19TH DAY OF SEPTEMBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Gutierrez Cohen
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: F. 2.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing September 15-October 15, 2023 as Hispanic Heritage Month. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation - Hispanic Heritage Month



PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the **Council for the Indigenous and Tejano Community** and acknowledge that the Coahuiltecan people who are currently labeled Hispanic have lived in this space now called Hays County for thousands of years, and this Ancient Indigenous civilization thrived long before Texas and the United States were formed; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson, was then expanded by President Reagan in 1988 to cover the days between September 15 and October 15, and is today recognized by President Biden as National Hispanic Heritage Month calling on all Americans to observe and celebrate Hispanic heritage and recognize the impact Hispanic People have had on our country; and

WHEREAS, Hays County was the home to Hispanic families who lived here before its founding as shown on the first census taken on July 12, 1809, on the El Camino Real de los Tejas, at a small Spanish villa named *San Marcos de Neve*, on the San Marcos River that included families with surnames: de la Portilla, de la Garza, Salazar, Salinas, Gómez, Hernández, García, Castañeda, Salas, Solis, Mungia, Flores, Losoya, Múquiz, Belmúdez, Soto, Rodriguez, Sánchez, Ramírez, Peña, Baldes, Farias, Sálina, Casias, Gallego, Villareal, Carrillo, Montolla, Alamontes, and Landa; and

WHEREAS, we are encouraged to reflect on the legacy of our own Indigenous and Tejano families, who have influenced Hays County's history and serve as leaders in all aspects of life; and

WHEREAS, Tejano families of Hays County have contributed to the rich social fabric, diverse culture, and economic success initially as original Native people, first settlers, vaqueros, ranch hands, and stock raisers, and subsequently through work in cotton fields, becoming landowners and building homes, established businesses, churches, and cemeteries, and giving of their time and economic resources to build a foundation in the community of Hays County.

WHEREAS, these families have drawn strength from earlier families to produce soldiers, doctors, entrepreneurs, academic leaders, historians, writers, teachers and artists. Their stories are only now being recognized and honored. In this community, they are influential and highly respected; and

WHEREAS, In the spirit of unity, the **Council for the Indigenous and Tejano Community** and the **Hispanic Heritage Committee of the Hays County Historical Commission** invite you to join us as we recognize and celebrate the valuable contributions made by the many Indigenous and Tejano families of Hays County.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County does hereby proclaim September 15-October 15, 2023 as **HISPANIC HERITAGE MONTH**, a day to celebrate our rich Indigenous and Tejano heritage and culture in Hays County, Texas.

ADOPTED THIS THE 19TH DAY OF SEPTEMBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
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: F. 3.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item

Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**

Summary

Presentation of employee service and retirement awards for employees reaching milestone years

Attachments

September 2023 Service and Retirement Awards

Name	Department		Service Years
MORENO, ERICA	Juvenile Detention Center	09/15/2003	20
OLIVER, DUSTIN I.	Sheriff's Office	09/01/2008	15
MCGREEVY, THOMAS	Constable Pct 3 Office	09/03/2013	10
SCHAFER, ANTHONY	Sheriff's Office	09/03/2013	10
KENNEDY, KALEY	District Attorney's Office	09/24/2018	5
CUADROS, BRYANT	Sheriff's Office	09/25/2018	5
ALCORN, IAN	Sheriff's Office	09/01/2022	1
HURTADO, HEAVEN	Justice of the Peace Pct 1,1 Ofc	09/01/2022	1
MONCADA, HOLLY	District Clerk's Office	09/06/2022	1
SMITH, MOLLY	District Attorney's Office	09/06/2022	1
BROWN, STEPHANIE	Veterans Administration	09/12/2022	1
HURT, BRIAN	Treasurer's Office	09/16/2022	1
ANDERSON, KAITLYN	District Attorney's Office	09/21/2022	1
MONDAY, JONATHAN	Sheriff's Office	09/26/2022	1
MCGOLDRICK, RYAN	Veterans Administration	9/19/2022	1

RETIREE			
FULTS, LARRY	Sheriff's Office - Corrections	9/1/2023	



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Presentation by the Hays County Office of Emergency Services to include a recap of the 2023 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest. **BECERRA/MIKE JONES**

Summary

The trophy will be presented to the winning department by the office of Emergency Services Director Mike Jones.



AGENDA ITEM REQUEST FORM: **G. 4.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of September 12, 2023. **BECERRA/CARDENAS**

Summary

Attachments

9/12/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



SEPTEMBER 12, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 12th DAY OF SEPTEMBER A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd, Hays County Chaplain, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Matthew Gonzales, Hays County Local Health Department Manager, made a public comment concerning employee pay and the cost of employee replacement. Dan Lyon made a public comment concerning county debt and spending.

39412 Adopt a Proclamation recognizing the week of September 17-23, 2023 as Constitution Week.

Jeannine Inbody, Vice Regent of the Jacob's Well Chapter of the Daughters of the American Revolution (DAR), thanked the Court for the proclamation and spoke about the history and importance of Constitution Week.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing the week of September 17-23, 2023 as Constitution Week.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39413 Adopt a Proclamation recognizing September 16, 2023 as the 2nd Annual Hispanic Heritage Exhibition Walk Day.

The Court thanked those involved with organizing the event and spoke about the importance of recognizing and celebrating Hispanic history. Lucy Gonzales invited the public to the 2nd Annual Hispanic Heritage Exhibition Walk Day and spoke about Hispanic history in Texas.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing September 16, 2023 as the 2nd Annual Hispanic Heritage Exhibition Walk Day.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39414 Approve payments of County invoices.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve payments of County invoices.



AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39415 Approve the payment of Juror checks.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39416 Approve the payment of United Healthcare claims.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39417 Approve Commissioners Court Minutes of September 5, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Commissioners Court Minutes of September 5, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39418 Approve the payment of the September 15, 2023 payroll disbursements in an amount not to exceed \$3,800,000 effective September 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of the September 15, 2023 payroll disbursements in an amount not to exceed \$3,800,000 effective September 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39419 Authorize the Commissioner Precinct 1 Office to support Bowie Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Commissioner Precinct 1 Office to support Bowie Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39420 Authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously



39421 Accept additional funding from the Texas Juvenile Justice Department for Salary Adjustments for Juvenile Probation and Supervisory Officers and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept additional funding from the Texas Juvenile Justice Department for Salary Adjustments for Juvenile Probation and Supervisory Officers and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39422 Approve the transfer of Commissioners Court authorizations, previously granted to the Office of General Counsel, to the Civil Division of the Hays County Criminal District Attorney's Office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the transfer of Commissioners Court authorizations, previously granted to the Office of General Counsel, to the Civil Division of the Hays County Criminal District Attorney's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39423 Authorize the purchase of one APC Smart-UPS for the Combined Emergency Communication Center and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the purchase of one APC Smart-UPS for the Combined Emergency Communication Center and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39424 Approve Utility Permit.

Commissioner Smith explained the West Travis County Public Utility Agency is planning to provide additional water service to northern Hays County.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Utility Permit.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39425 Accept the delivery of the Quarterly Auditor Reports for the Sheriff Off-Duty Vehicle Fees and Sheriff Fees of Office for the audit period October 2022 through December 2022.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the delivery of the Quarterly Auditor Reports for the Sheriff Off-Duty Vehicle Fees and Sheriff Fees of Office for the audit period October 2022 through December 2022.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39426 Accept delivery of the Internal Examination report for the Constable Precinct 1 Office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept delivery of the Internal Examination report for the Constable Precinct 1 Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39427 Approve an increase of \$200.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).



A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve an increase of \$200.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39428 Authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39429 Approve the Property Use Policy incorporating slight property location oversights and the changes requested by the Commissioners Court on September 5, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Property Use Policy incorporating slight property location oversights and the changes requested by the Commissioners Court on September 5, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39430 Approve specifications for RFP 2023-P11 Property & Liability Insurance and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve specifications for RFP 2023-P11 Property & Liability Insurance and authorize Purchasing to solicit for proposals and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39431 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #2322927 in the amount of \$207,976.09, and acceptance of the revegetation bond #2322927 in the amount of \$11,784.00 for Prairie Lakes Phase 1, Section 1.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept road construction and surface drainage improvements, accept the maintenance bond #2322927 in the amount of \$207,976.09, and accept the revegetation bond #2322927 in the amount of \$11,784.00 for Prairie Lakes Phase 1, Section 1.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39432 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #602-201414-7 in the amount of \$231,368.76, Headwaters at Barton Creek, Phase 3.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept road construction and surface drainage improvements, accept the maintenance bond #602-201414-7 in the amount of \$231,368.76, Headwaters at Barton Creek, Phase 3.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39433 PLN-1956-PC; Discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat.



Colby Machacek, Hays County Development Services Planning Department, provided background on the property and stated the Court denied the plat on May 23, 2023, and since then the deficiencies have been cleared and staff recommends approval.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the 3-G Ranch Addition, Section 3, Lot 5, Replat (PLN-1956-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39434 Discussion and possible action to approve Joint Election Agreements for the November 7, 2023 for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002.

Jennifer Doinoff, Hays County Elections Administrator, stated several entities have canceled their election since this item was posted to the agenda. The remaining entities holding elections are the City of San Marcos, City of Kyle, City of Mountain City, City of Woodcreek, and Wayside Municipal Utility District.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve Joint Election Agreements for the November 7, 2023 for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39435 Discussion and possible action to appoint personnel for the November 7, 2023, Constitutional Amendment Election.

Jennifer Doinoff, Hays County Elections Administrator, explained this is a supplemental list to fill positions that are empty, and a formula is used to determine which party will hold the judge position for each voting precinct.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to appoint personnel for the November 7, 2023, Constitutional Amendment Election.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39436 Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

Shari Miller, Hays County Human Resources Director, explained this study allows the county to apply for subsidies from Medicare's retiree drug subsidy program.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

39437 Discussion and possible action to reinstate dates of employment during period of unemployment for Amanda Cowan.

Elaine Cardenas, Hays County Clerk, read an emailed public comment from Maribel Holtz against the item. Commissioner Cohen explained this 5-year employee was terminated for 14 days before being rehired by Hays County and requested that the Court reinstate her time of service, vacation, sick, and comp time balances, vacation accrual amount, and reactivate insurance coverage. Commissioner Ingalsbe stated this should be reviewed with the rest of the county's personnel policy. Shari Miller, Hays County Human Resources Director, stated the current policy does not allow for gaps in service. Commissioner Shell stated he is not supportive of this action and the policy should be amended to address gaps in service.



Commissioner Smith spoke about other employees with gaps in service, amending the personnel policy, and insurance liability, and stated he is not supportive of this today. Marisol Villarreal-Alonzo, Hays County Auditor, spoke about liability increases for providing insurance during gaps in service. Vickie Dorsett, Hays County Budget Officer, reviewed the costs to both the county and the employee in this situation. Judge Becerra spoke about the need to address this issue in the personnel policy. Commissioner Ingalsbe asked for this item to be brought back at a later date to allow time for the policy to be reviewed. The Court discussed with Miller possible changes to the policy. Amanda Cowan stated she is only requesting to have her gap in service closed and leave accrual amounts reinstated. Judge Becerra tabled the item for further discussion.

Clerk's Note: Agenda Item K-4 was reopened at 10:31 a.m.

Commissioner Shell expressed concern over setting a precedent for similar situations. Judge Becerra stated he believes this will be addressed in the personnel policy soon. Commissioner Smith asked the Court to maintain uniformity for all employees with reinstated sick leave in the future.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to gap employment dates for Amanda Cowan to reinstate sick leave balance of 154.5 hours and vacation accruals at 8 hours per month effective January 26, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

NAY: Commissioner Shell, Commissioner Smith

3 - 2 Passed

39438 Discussion and possible action to accept the resignation of Commissioner Debbie Ingalsbe from the Board of Directors of the Greater San Marcos Partnership (GSMP) and approve the appointment of Judge Ruben Becerra to the Board of Directors of Greater San Marcos Partnership to replace her after her term ends on October 19, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the resignation of Commissioner Debbie Ingalsbe from the Board of Directors of the Greater San Marcos Partnership (GSMP) and approve the appointment of Judge Ruben Becerra to the Board of Directors of Greater San Marcos Partnership to replace her after her term ends on October 19, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #L-1 RE: *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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. - WAS PULLED.*

Clerk's Note Agenda Item #M-1 RE: *Discussion and possible action related to the burn ban. - WAS PULLED.*

Discussion related to the Hays County inmate population, to include current population counts and costs.

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 552 for the week of September 3, 2023, with a peak of 564 inmates on September 8, 2023. The estimated cost for outsourcing inmates this week was \$168,740. The average number of outsourced males is 255 and females is 4. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 44.

Clerk's Note Agenda Item #M-3 RE: *Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. - WAS PULLED.*



Clerk's Note Agenda Item #M-4 RE: *Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP).* - WAS PULLED.

Clerk's Note Agenda Item #M-5 RE: *Updates of community health assessment by local health department.* - WAS PULLED.

Clerk's Note Agenda Item #M-6 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.* - WAS PULLED.

Clerk's Note Agenda Item #M-7 RE: *Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Pre-Trial Services Randy Focken.* - WAS PULLED.

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 10:34 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on SEPTEMBER 12, 2023.



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





AGENDA ITEM REQUEST FORM: G. 5.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the September 30, 2023 payroll disbursements in an amount not to exceed \$4,700,000 effective September 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

Summary



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve Resolution Amending Authorized Representatives agreement with TexPool. **BECERRA/TENORIO**

Summary

This will authorize the addition of Elizabeth Osorio (Hays County First Assistant Treasurer) Once approved the following people will be authorized representatives of the TexPool Investment Account: Daphne Tenorio (Treasurer), Elizabeth Osorio (Hays County First Assistant Treasurer), Stephanie Hunt (Hays County First Assistant Auditor); Marisol Villarreal-Alonzo, CPA (Hays County Auditor).

Attachments

Resolution



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

Hays County

Participant Name*

7 7 7 1 1

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Daphne D. Tenorio Hays County Treasurer

Name Title

5 1 2 3 9 3 2 2 3 4 5 1 2 3 9 3 2 2 4 8 daphne.tenorio@co.hays.tx.us

Phone Fax Email

Signature
2. Elizabeth Osorio First Assistant County Treasurer

Name Title

5 1 2 3 9 3 2 2 3 4 5 1 2 3 9 3 2 2 4 8 elizabeth.osorio@co.hays.tx.us

Phone Fax Email

Signature
3. Marisol Villarreal-Alonzo, CPA Hays County Auditor

Name Title

5 1 2 3 9 3 2 2 8 3 5 1 2 3 9 3 2 2 4 8 marisol.alonzo@co.hays.tx.us

Phone Fax Email

Signature

1. Resolution (continued)4. **Stephanie Hunt****First Assistant Count Auditor**

Name

Title

5 1 2 3 9 3 2 2 6 7

5 1 2 3 9 3 2 2 4 8

stephanie.hunt@co.hays.tx.us

Phone

Fax

Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Daphne D. Tenorio

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone

Fax

Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____ day of _____, 2023.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Hays County

Name of Participant*

SIGNED

Signature*

Ruben Becerra

Printed Name*

Hays County Judge

Title*

ATTEST

Signature*

Elaine Cardenas, MBA PhD

Printed Name*

Hays County Clerk

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$10,009.85; authorize a waiver to the purchasing policy.

COHEN/T.CRUMLEY

Summary:

The attached Commercial General Liability and Excess Liability Insurance renewal related to the Dahlstrom Nature Preserve is required per the public access agreement.

Fiscal Impact:

Amount Requested: \$10,009.85

Line Item Number: 001-645-00.5340

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a purchasing policy waiver from obtaining three quotes.

G/L Account Validated Y/N?: Yes, Self Insurance Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Dahlstrom Insurance Renewal

Commercial Insurance Proposal for Dahlstrom Family Limited Partnership

Presented By: Brooke Federman

Presented On: 09/07/2023

Policy Term: 10/16/2023 – 10/16/2024

Proposal Expires On: 10/16/2023

Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.

9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

Contract Review

Upon request, Marsh & McLennan Agency, LLC (MMA) may review your contract terms and/or indemnity provisions. MMA's comments and recommendations are limited to insurance matters such as coverage type and policy limits and should not be taken as legal advice for which you should consult with your own legal advisors. Any deviations from the contract requirements should be made in writing and contracts should be executed prior to beginning work. You may want to seek legal advice from a licensed professional specializing in construction law prior to entering into such contracts.

Please note: Your insurance policies may not cover all of the terms, conditions and indemnification provisions as outlined in contracts that you may have executed.

Additional Insured Endorsements

Marsh & McLennan Agency, LLC (MMA) recommends that you carefully review all contracts before they are executed, paying particular attention to the Additional Insured and Indemnity requirements. These endorsements vary widely and may not include "Sole Negligence" and/or "Completed Operations" wording.

If you utilize Subcontractors in your work, MMA also recommends that you obtain copies of any additional insured endorsements from all Subcontractors. You should review these forms carefully to determine if you are provided these same coverages and/or that they meet the requirements found in your Subcontract Agreement.

Higher limits of liability may be available other than those proposed.

Compensation Disclosure and Limitation of Liability

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships**: Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000) and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev September 8, 2022

Policy Renewal Summary

Line of Coverage	Estimated Premium	Broker Fee	S/L Tax	Stamp Fee	Total	Optional TRIA
General Liability	\$1,267.00	\$50.00	\$65.09	\$1.01	\$1,408.10	\$25.00
Excess Liability	\$8,067.00	\$50.00	\$397.60	\$6.15	\$8,601.75	\$81.00

Please see attached carrier renewal proposal for coverage details.

Carrier: THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY, Non-Admitted Carrier with A.M. Best Rating: A+ XV

Acceptance of Proposal

☐ After careful review of your proposal dated September 7, 2023, we have decided to accept your proposal as presented. We authorize Marsh & McLennan Agency to bind coverage with the insurance companies outlined in the program.

☐ After careful review of your proposal dated September 7, 2023, we have decided to accept this proposal with changes. We authorize Marsh & McLennan Agency to bind coverage with the insurance companies outlined in the program.

-
-
-

☐ After careful review, **we are not accepting your proposal** for the following reason(s) (Price, Company, Services, etc.) _____

It is understood this proposal provides only a summary of the policies and that the policies are the sole source for coverage, conditions and exclusions.

It is understood that delivery of the policies will be provided electronically unless specifically requested otherwise.

We / I confirm the values, schedules and other data contained in the proposal are from our/my records and acknowledge it is our responsibility to see that they are maintained accurately. We/I further acknowledge that the policies contained in this proposal may be subject to final audit and that the final premium, subject to certain minimum premiums, on the policies could be subject to change based upon the final audited exposures (such as payrolls, sales, receipts, etc.).

General Liability, Automobile and Workers' Compensation premiums proposed might be subject to change based upon experience modification as per rules and regulations of the Texas Department of Insurance.

For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Insured Name: _____

Insured Signature: _____

Dated: _____

Minimum Earned & Deposit Premiums

We are providing clarification of the following terms as they are often misunderstood.

Minimum and Deposit

Minimum and deposit is the amount of premium due at inception. Although the policy is “ratable”, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum deposit premium. The policy may generate an additional premium on audit, but will not result in a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable

Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

Flat Cancellations

Surplus lines carriers typically do not allow flat cancellations. Once the policy is in effect, some premium will be earned, and the amount or percentage is outlined in the policy.



Marsh & McLennan Agency, LLC
2500 City West Boulevard. Suite 2400
Houston, TX 77042
www.marshmcc.com

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Additional Available Coverages

We would be pleased to provide a premium quotation for any of this optional available coverage at your request:

Business Interruption & Extra Expense	Commercial property insurance covering loss of income (and additional costs in excess of normal operating expenses) suffered by a business when damage to its premises causes a slowdown or suspension of its operations. Coverage applies to loss suffered during the time required to repair or replace the damaged property.
Boiler & Machinery (Equipment Breakdown)	Coverage for loss due to mechanical or electrical breakdown of nearly any type of equipment, including photocopiers and computers. Coverage applies to the cost to repair or replace the equipment and any other property damaged by the equipment breakdown. Resulting business income and extra expense loss is often covered as well.
Flood	Coverage for damage to property caused by flood. May be available by endorsement to an all risks policy or to a difference-in-conditions (DIC) policy.
Wind Deductible Buydown	A separate policy which functions to lower the deductible specific to loss caused by wind or hail.
Car Rental Reimbursement	An optional commercial auto coverage endorsement providing coverage for the cost of renting an auto in the event of damage to a covered auto.
Crime	Coverage for employee theft of money, securities, or property, written with a per loss limit, a per employee limit, or a per position limit. Employee dishonesty coverage is one of the key coverages provided in a commercial crime policy.
Fiduciary Liability	The responsibility on trustees, employers, fiduciaries, professional administrators, and the plan itself with respect to errors and omissions (E&O) in the administration of employee benefit programs as imposed by the Employee Retirement Income Security Act (ERISA).
Directors And Officers Liability	Liability insurance covering directors and officers for claims made against them while serving on a board of directors and/or as an officer. In effect, the policies function as "management errors and omissions liability insurance," covering claims resulting from managerial decisions that have adverse financial consequences.
Employment Practices Liability	Liability insurance covering wrongful acts arising from the employment process under such policies include: wrongful termination, discrimination, sexual harassment, retaliation as well as a variety of other types of inappropriate workplace conduct.
Cyber Liability	Liability for exposures encountered when communicating or conducting business online. Coverage for claims alleging breaches of privacy rights, infringement or misappropriation of intellectual property, the spreading of computer viruses, etc. First party coverages also available

	for the material cost of a breach, including forensic analysis, fees to determine the nature and extent of the breach as well as notification costs where they are legally mandated.
Kidnap & Ransom	Specialty crime coverage that insures against loss by the surrender of property as a result of a threat of harm to the named insured an employee, or a relative or guest of the insured or the insured's employees.

Additional Available Coverages (cont.)

Foreign Liability	A specialty policy for an insured's liability for foreign operations arising out of a permanent branch office, manufacturing facility, construction project, or other operation located in another country.
Surety Bonds	A contract under which one party (the surety) guarantees the performance of certain obligations of a second party (the principal) to a third party (the obligee).
Environmental Liability	Third party liability for the contamination of an environment by substances regarded as pollutants. Site specific site pollution also available for clean-up of owned locations.
Transportation – Cargo	Inland or ocean marine insurance covering physical damage to property in transit.
Trade Credit	Protects accounts receivable from loss due to default, insolvency and bankruptcy

CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation
P.O. Box 145496, Cincinnati, OH 45250-5496
513-870-2000

Date: 08/31/2023

To: Marsh Wortham, a division of Marsh USA, Inc.
2500 BEE CAVES RD STE 1-125
AUSTIN TX 78746

42-004

From: Sabrina Adams

RE: Dahlstrom Family Limited Partnership

Quote number: 216367548

QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

Proposed Policy Period: From: 10/16/2023 To: 10/16/2024

Quote Expiration: 11/15/2023

Description of Operations: Family Leasing Ranch - Using as Park for Public Ac

Coverage:

General Liability - OCCURRENCE

Retroactive Date: NONE

Limits of Insurance	
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense	\$ 1,000
Each Offense – Personal & Advertising Injury	\$ 1,000,000
General Aggregate other than Completed Operations	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

Deductible	Per Claim	Per Occurrence
Bodily Injury	Not Applicable	Not Applicable
Property Damage	Not Applicable	Not Applicable
Combined BI and PD	Not Applicable	\$ 1,000

Payment Options: CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
CGL Deposit Premium	\$ 1,267.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 25.00
Broker Fee	\$ 50.00
Surplus Lines Tax	\$ 65.09
Stamping Fee	\$ 1.01
Other Taxes or Fees	\$ N/A
TOTAL	\$ 1,408.10

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
CGL Deposit Premium	\$ 1,267.00	\$ 1,306.00	\$ 1,332.00	\$ 1,370.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Broker Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Surplus Lines Tax	\$ 65.09	\$ 66.98	\$ 68.24	\$ 70.08
Stamping Fee	\$ 1.01	\$ 1.04	\$ 1.06	\$ 1.08
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 1,408.10	\$ 1,449.02	\$ 1,476.30	\$ 1,516.16
Down-Payment*	\$ 1,408.10	\$ 783.52	\$ 458.55	\$ 469.91

*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

Re: Dahlstrom Family Limited Partnership

Provisions applicable to premium:

- A. Premium is subject to annual audit:** ☐ Yes ☒ No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 25th of the month following the statement month. If payment is not received by the 25th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

Standard Terms and Conditions:

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

Additional Terms and Conditions and Remarks:**Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

Coverage Rejection - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

 Authorized Signature by Applicant

 Date

 Print Name

 Named Insured

 The Cincinnati Specialty Underwriters Insurance Company Policy Number

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (12/19) Texas Complaint Notice
CSIA410 (03/08) Notice to Policyholders
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA404 (08/07) Service of Suit
CSIA403 (11/17) Special Provisions - Premium
CSIA464 (02/23) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy

Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations
CSGA403 (10/07) Liability Premises Schedule
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents
CG0001 (04/13) Commercial General Liability Coverage Form
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form
CSIA405(08/09)-B- Total Pollution Exclusion w/Hostile Fire Exception
CG2426 (04/13) Amendment of Insured Contract Definition
CG0103 (06/06) Texas Changes
IL0003 (09/08) Calculation of Premium
CG2639 (12/07) Texas Changes - Employment-Related Practices Exclusion

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
CSGA358 (06/08)	Exclusion - Participants and Contestants
CSGA3010 (03/16)	EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD
CG2107 (05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA3008 (07/12)	Exclusion - All Construction
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
CSGA315 (04/19)	Exclusion - Firearms or Ammunition (Total)
CSGA4102 (07/19)	Limitation of Coverage to Designated Premises
CSGA3175 (07/19)	Exclusion - Employer's Liability
CSGA3177 (07/19)	Exclusion - Bodily Injury to Contractors or Subcontractors
CSGA3179 (07/19)	Exclusion - Operations Covered by a Controlled (Wrap-Up) Insurance Program
CSGA3176 (07/19)	Exclusion - Construction Management Errors and Omissions and Contractors Professional
CSGA3195 (11/22)	Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0017 (11/98)	Common Policy Conditions
IL0168 (03/12)	Texas Changes - Duties



CYBER LIABILITY QUOTE ESTIMATE

Date:

To: Dahlstrom Family Limited Partnership

PO BOX 1148

DRIPPING SPRINGS TX 78620

QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$150
Defense and Liability	\$50,000	\$1,000	\$56
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **223
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$100,000	\$1,000	\$234
Defense and Liability	\$100,000	\$1,000	\$91
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$100,000 Annual Aggregate Limit			\$ **342
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$250,000	\$1,000	\$476
Defense and Liability	\$250,000	\$1,000	\$192
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$250,000 Annual Aggregate Limit			\$ **685

2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$202
Network Security	\$100,000	\$1,000	\$121
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **323
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$250,000	\$1,000	\$356
Network Security	\$250,000	\$2,500	\$341
Total Network Defender Premium for \$250,000 Annual Aggregate Limit			\$ **697

3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third-party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

** Note: applicable taxes, terrorism and \$50 broker fee will be added to the final policy.

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2023

☒ **if Supplemental
Declarations Is Attached**

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC.	ADDRESS
1	384 ACRES, FM HWY 967 DRIPPING SPRINGS TX 78620

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Land - occupied by persons other than the insured for business purposes - (lessor's risk only)	45539	U, 384	3.300		\$1,267	

CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation
P.O. Box 145496, Cincinnati, OH 45250-5496
513-870-2000

Date: 08/31/2023

To: Marsh Wortham, a division of Marsh USA, Inc.
2500 BEE CAVES RD STE 1-125
AUSTIN TX 78746

42-004

From: Sabrina Adams

RE: Dahlstrom Family Limited Partnership

Quote number: 216370305

QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

Proposed Policy Period: From: 10/16/2023 To: 10/16/2024

Quote Expiration: 10/16/2023

Description of Operations: Family Leasing Ranch - Using as Park for Public Ac

Coverage:

Commercial Excess Liability

Limits of Insurance	
Each Occurrence Limit	\$ 5,000,000
Annual Aggregate Limit	\$ 5,000,000

Payment Options: CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
Excess Liability Deposit Premium	\$ 8,067.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 81.00
Broker Fee	\$ 50.00
Surplus Lines Tax	\$ 397.60
Stamping Fee	\$ 6.15
Other Taxes or Fees	\$ N/A
TOTAL	\$ 8,601.75

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
Excess Liability Deposit Premium	\$ 8,067.00	\$ 8,311.00	\$ 8,474.00	\$ 8,719.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 81.00	\$ 81.00	\$ 81.00	\$ 81.00
Broker Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Surplus Lines Tax	\$ 397.60	\$ 409.44	\$ 417.34	\$ 429.23
Stamping Fee	\$ 6.15	\$ 6.33	\$ 6.45	\$ 6.64
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 8,601.75	\$ 8,857.77	\$ 9,028.79	\$ 9,285.87
Down-Payment*	\$ 8,601.75	\$ 4,661.77	\$ 2,612.54	\$ 2,685.87

*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

Re: Dahlstrom Family Limited Partnership

Provisions applicable to premium:

A. **Premium is subject to annual audit:** ☐ Yes ☒ No

B. **Agency Bill Payment Terms:** Premium is payable in full on the 25th of the month following the statement month. If payment is not received by the 25th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.

C. **Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.

D. **Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.

E. **Minimum Earned Premium at Inception:** 25 %
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.

F. **Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.

G. **Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.

H. **Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

Standard Terms and Conditions:

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

Additional Terms and Conditions and Remarks:**Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

Coverage Rejection - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

Authorized Signature by Applicant

Date

Print Name

Named Insured

The Cincinnati Specialty Underwriters Insurance Company Policy Number

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (12/19) Texas Complaint Notice
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA403 (11/17) Special Provisions - Premium
CSIA404 (08/07) Service of Suit
CSIA410 (03/08) Notice to Policyholders
CSIA464 (02/23) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy

Forms Applicable - EXCESS

CSCX404 (06/09) Excess Liability Premises Schedule
CSCX403 (06/09) Calculation Of Premium
IL0017 (11/98) Common Policy Conditions
CSCX400 (06/09) Commercial Excess Liability Schedule of Controlling Underlying Insurance
CSCX500 (06/09) Commercial Excess Liability Coverage Part Declarations
CSCX100TOC (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM TABLE OF CONTENTS
CSCX207 (10/20) Optional Coverage to Any Additional Insured
CSCX100 (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CSCX407 (06/09) Limitation - Two or More Coverage Forms or Policies Issued By Us
CSCX312 (07/10) Total Auto Exclusion
CSCX391 (03/16) Employer's Liability Exclusion
CSCX311 (03/16) EXCLUSION - ASSAULT OR BATTERY

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - EXCESS

CSCX327 (06/09) Contractual Liability Exclusion

CSCX3000 (08/09) Damage To Premises Occupied Or Rented To You Exclusion

CSCX3009 (11/22) Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)



CYBER LIABILITY QUOTE ESTIMATE

Date:

To: Dahlstrom Family Limited Partnership

PO BOX 1148

DRIPPING SPRINGS TX 78620

QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$150
Defense and Liability	\$50,000	\$1,000	\$56
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **223
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$100,000	\$1,000	\$234
Defense and Liability	\$100,000	\$1,000	\$91
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$100,000 Annual Aggregate Limit			\$ **342
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$250,000	\$1,000	\$476
Defense and Liability	\$250,000	\$1,000	\$192
Identity Recovery	\$25,000	\$250	\$17
Total Data Defender Premium for \$250,000 Annual Aggregate Limit			\$ **685

2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$202
Network Security	\$100,000	\$1,000	\$121
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **323
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$250,000	\$1,000	\$356
Network Security	\$250,000	\$2,500	\$341
Total Network Defender Premium for \$250,000 Annual Aggregate Limit			\$ **697

3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third-party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

** Note: applicable taxes, terrorism and \$50 broker fee will be added to the final policy.

EXCESS LIABILITY PREMISES SCHEDULE

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2023

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC.

ADDRESS

1

384 ACRES, FM HWY 967

DRIPPING SPRINGS TX 78620



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the execution of the First Contract Renewal for the Statewide Automated Victim Notification Service (SAVNS) with Apriss Insights, LLC. **BECERRA/T. CRUMLEY**

Summary:

Hays County participates in the Statewide Automated Victim Notification Service (SAVNS) through a grant program with the Office of the Attorney General. Grant funds for FY24 were accepted in Commissioners Court on September 5, 2023. The attached service agreement from Apriss Insights, LLC allows Hays County to use the system. This contract renewal extends the life of the contract through August 31, 2024.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-004]

Budget Office:

Source of Funds: Office of the Attorney General Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: State Contract

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SAVNS Contract Renewal

FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20222344900-396-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”);

WHEREAS OAG certified and contracted with **Appriss Insights, LLC (“Vendor”)** as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”);

WHEREAS Hays County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-396-01 under which VENDOR would provide SAVNS to Hays County (the “Contract”);

WHEREAS SECTION 1 of the Contract permitted the Hays County to, in its sole and absolute discretion, renew the Contract, for one (1) additional one (1) year renewal terms (each a “Renewal Term”) to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Hays County as follows:

The Contract terminated on August 31, 2023. The Contract is hereby renewed, with this First Contract Renewal Term (“First Renewal Term”) to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Hays County by:

Signature

Date

Name

Title

Acknowledged by Appriss Insights, LLC



9/11/23

Signature

Date

Name Jarrod Carnahan

Title VP, Government & Vine Services



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

HIGGINS

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Hays County Criminal District Attorney's Office to purchase four (4) HotDocs user licenses for document assembly software related to Child Protection Court cases. Last Name of **SMITH/HIGGINS**

Summary:

The Department of Family and Protective Services (DFPS) has funded HotDocs licenses, historically. However, they will no longer be funding these services as of September 30th.

Fiscal Impact:

Amount Requested: \$3,360

Line Item Number: 081-607-00.5429

Budget Office:

Source of Funds: DA Drug Forfeiture Fund

Budget Amendment Required Y/N?: No

Comments: Software license fees were added to the DADFF during the FY24 court proposed budget hearing.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

Attachments

HotDocs Quote

CARET

We have prepared a quote for you

HotDocs by CARET Classic

Quote # 104367
Version 1

Prepared for:

**Hays County Criminal District
Attorney's Office**

Jordan Powell
jordan.powell@co.hays.tx.us

Prepared by:

Caret

Scott Myers
smyers@getcaret.com

HotDocs

Description		Recurring	Qty	Ext. Recurring
HotDocs Classic Desktop - User	HotDocs Classic Desktop User License, on-premise user license allows access to automation software which integrates with Microsoft Word. Used to utilize templates for publishing, assembly and document output. Can be used to utilize automation.	\$840.00	4	\$3,360.00

Annual Subtotal: **\$3,360.00**

HotDocs by CARET Classic

Proposal Information:

Proposal #: 104367

Version: 1

Delivery Date: 08/15/2023

Expiration Date: 09/29/2023

Prepared for:

Hays County Criminal District Attorney's Office

Jordan Powell

jordan.powell@co.hays.tx.us

Prepared by:

Caret

Scott Myers

New Phone # 858-736-3729

smyers@getcaret.com



Client Type: Please Set

Solution: HotDocs

Migrating: YES NO

Term: 12 Months

Order Type: Existing New Renewal

Already Existing Customer: Please Set

PPOC:

Proposal Summary

Annual Expenses Summary

Description	Amount
HotDocs	\$3,360.00

Annual Total: \$3,360.00 USD

*Abacus Data Systems, Inc. ("CARET") may be required to charge sales tax on any and all charges set forth herein pursuant to certain state and local sales tax laws. Any such taxes will be in addition to the amounts set forth herein. Where Client pays its Monthly Recurring Charges by ACH a 2% discount shall apply. Where Client pays its Annual Recurring Charges in advance by ACH, a 4% discount shall apply. Must qualify for ACH payments to receive discount, US billing addresses only.

CARET ORDER FORM

By executing this Order Form, Client hereby understands that it is entering into a binding contract with CARET to create a CARET Subscription for the products and services listed above. This Order Form supersedes all prior agreements between Client and CARET related to any of the products and services purchased herein (if any).

CARET Software Subscriptions shall be governed by the CARET Software Terms set forth at <https://www.getcaret.com/softwareterms>.

CARET Cloud Subscriptions shall be governed by the CARET Cloud Terms set forth at <https://www.getcaret.com/cloudterms>. All Professional Services related to CARET products and services (which includes but is not limited to modifications, customizations, data migration, data importation and training) shall be rendered pursuant to a separate Statement of Work ("SOW"), a distinct agreement from Client's CARET Subscription, and governed by the Professional Services Terms set forth at <https://www.getcaret.com/proservterms>.

This Service Order Form may be executed with written or electronic signature and delivered by facsimile or as a pdf or e-mail. Client further agrees that such approval shall constitute Client's signature. If so executed and delivered to CARET, the document shall be treated as an original and binding copy of this Order Form. Any handwritten or other changes inserted by or on behalf of Client are expressly invalid and shall have no effect.

Hays County

Signature: _____

Name: Ruben Becerra

Date: _____



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Melody Barron, Hays County Law Librarian

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the execution of a renewal agreement for \$39,355.08 for Westlaw Patron Access for use by Hays County Law Library patrons. **SHELL/BARRON**

Summary:

A renewal subscription agreement for online legal research via Westlaw is submitted for the Commissioners Court consideration. The current agreement expires on September 30, 2023. The renewal agreement is for one year and locks in current prices with a flat monthly rate. Per Section 323.023 of the Texas Local Government Code, Law Library funds are for purchasing electronic research materials for use by Judges, patrons, and County residents representing themselves in legal matters. The FY 2024 Law Library fund has the required funding for the agreement. Westlaw is the primary database used by patrons in the Law Library.

The subscription provides residents and employees of Hays County access to primary and secondary legal research materials. Primary legal research materials are resources that state the actual Law; secondary sources are materials that discuss, explain, and analyze the Law, including forms. The Law Library subscription includes access to primary Law, secondary, litigation, and practical law packages. The secondary law package includes treatises, practice guides, law reviews, forms, and journals. Secondary sources help patrons learn about an area of Law and provide citations to relevant statutes and cases. Practical Law provides patrons with expertly curated guides on areas of Law, written in plain language, so even non-attorneys can quickly become familiar with areas of Law. The Practical Law package provides checklists, toolkits, standard documents, presentations, and more. The Litigation package offers access to dockets, briefs, trial court orders, jury instructions, pleadings, motions, and memoranda. In addition, the Law Library plan provides access to titles from O'Connor's, a publisher of Texas statutes and forms books.

Thomson Reuters is under DIR Contract DIR-LGL-CALIR-02.

Fiscal Impact:

Amount Requested: \$39,355.08 (FY24)

Line Item Number: 084-690-00.5448: Contract Services (FY 24)

Budget Office:

Source of Funds: Law Library Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY24 budget for this service.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Texas Department of Information Resources (DIR) Contract DIR-LGL-CALIR-02.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Agreement - Westlaw - Law Library



Order Form

Order ID: Q-07363535

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003226965

HAYS COUNTY LAW LIBRARY

PATRON ACCESS

712 STAGECOACH TRL STE 2026

SAN MARCOS TX 78666-5071 US

“Customer”

Shipping Address

Account #: 1003226965

HAYS COUNTY LAW LIBRARY

PATRON ACCESS

712 STAGECOACH TRL STE 2026

SAN MARCOS TX 78666-5071 US

Billing Address

Account #: 1003226965

HAYS COUNTY LAW LIBRARY

PATRON ACCESS

712 STAGECOACH TRL STE 2026

SAN MARCOS, TX 78666-5071

US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,279.59	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-07363535

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 10/29/2023.



THOMSON REUTERS™

Attachment**Order ID: Q-07363535**Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1003226965

This order is made pursuant to: Texas MSA Contract No.
DIR-LGL-CALIR-02: Internal use only (TXMS)**Order Confirmation Contact (#28)**

Contact Name: Barron, Melody

Email: melody.barron@co.hays.tx.us**eBilling Contact**

Contact Name Melody Barron

Email melody.barron@co.hays.tx.us**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003226965	HAYS COUNTY LAW LIBRARY	712 STAGECOACH TRL STE 2026 SAN MARCOS TX 78666-5071 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
2	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
2	Seats	42115623	Pat Acc - Litigation for Patron Access

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melody	Barron	melody.barron@co.hays.tx.us	EML PSWD CONTACT
Melody	Barron	melody.barron@co.hays.tx.us	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42733145	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
42567002	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
40757481	West Proflex
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
42115626	GVT Pat Acc - Practical Law For Patron Access
42115620	Pat Acc - National Reporter Images for Patron Access
42115624	Pat Acc - Litigation for Patron Access



Addendum to Order Form – Q-07288606

Subscriber: HAYS COUNTY LAW LIBRARY

Account #: 1003226965

1. **Effect of Addendum.** The Order Form and its governing terms and conditions, (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.**

The term of the Agreement shall begin on October 1, 2023, and end September 30, 2024.

All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Signed _____

Accepted
By _____

Title _____

Date _____

Subscriber

Signed _____

Name _____

Title _____

Date _____



THOMSON REUTERS®

Melody Barron
Hays County Government Center
712 South Stagecoach Trail, Suite 2026
San Marcos, Tx 78666

RE: Sole Source Designation – Thomson Reuters Westlaw Patron Access

Dear Melody,

Thomson Reuters is pleased to provide you with information concerning Westlaw Patron Access. The purpose of this letter is to confirm that Thomson Reuters is the sole source provider for the exclusive content, features, and services listed herein.

West Publishing Corporation, a Thomson Reuters business is the foremost provider of integrated information solutions to the U.S. legal market and has been providing research materials to the legal and professional community for more than 150 years.

Westlaw provides legal researchers with access to exclusive resources, proprietary tools, and technology that no other research provider can offer, including:

- **Authoritative content**—With the most trusted primary law resources and leading analytical titles that are cited most often in court—all in one place and always available—researchers have access to all of the relevant information they need to answer a legal question.
- **Attorney editor enhancements**—For more than a century, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations like the West Key Number System, KeyCite, headnotes, and notes of decisions, we make the content better organized and connected so it's easier for researchers to find accurate answers quickly.
- **Industry-defining technology**—Our research innovations, such as WestSearch, Research Recommendations, Law Summaries, and Graphical Statutes connect content and our proprietary analysis of the law in unparalleled ways so that users can conduct research faster and with more accuracy. Advanced, yet intuitive, easy-to-use functionality also helps researchers be more efficient.

Exclusive Content

- **West Key Number System**—The West Key Number System is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts in any jurisdiction in the U.S.
- **National Reporter System**—Since 1879, our National Reporter System has compiled and organized federal and state case law into a cohesive body of law that can be researched within and across jurisdictions.
- **Editorial Enhancements**—For more than a century, West attorney editors have been providing editorial enhancements to case law, statutes, and other legal materials, which includes providing the most exhaustive verification and correction process in the legal publishing and information industry. No other research service can match West's editorial experience.



- **Graphical Statutes/Interactive Timeline**—Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes is available for USCA and the statutes for select states.
- **Uniform Laws Annotated (ULA)**—The ULA provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, pinpoints state variations, and includes annotations to cases decided in adopting jurisdictions.
- CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, key numbers, restatements, and more. CJS covers the full breadth and depth of the law, is cited to tens of thousands of times by the courts and is fully integrated with the West Key Number System.
- Practical Law provides legal know-how that gives lawyers a better starting point. Attorney editors create and maintain thousands of up-to-date, practical resources. We go beyond primary law and traditional legal research to give lawyers the resources needed to practice more efficiently.

Exclusive Features and Services

- **Research Recommendations**—Based upon documents the user has interacted with during their session, Westlaw will recommend additional primary and secondary law as well as Key Numbers.

Our company purpose is to *Inform the Way Forward*, where together with the professionals and institutions we serve, we help uphold the rule of law, turn the wheels of commerce, catch bad actors, report the facts, and provide trusted, unbiased information to people all over the world. I would be happy to further discuss Westlaw's capabilities with you. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Jeanette Alford

Westlaw Government Account Manager, TX, WY, OK, NM, CO



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Melody Barron, Hays County Law Librarian

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the execution of a renewal agreement for \$31,376.76 Westlaw online legal research services for use by Hays County Courts judges and staff with funds budgeted for FY2024 budget. **SHELL/BARRON/POWELL**

Summary:

Per Section 323.023(b)(3) of the Texas Local Government Code, Law Library funds may be used to purchase electronic research subscriptions by judges in the County. The County Courts at Law, District Courts, and District Attorney Civil Division currently use Westlaw for their services, and the Law Librarian respectfully requests the Court's consideration to renew the contract. The Westlaw subscription is a one-year contract. The current contract expires on September 30, 2023. The FY 2024 budget has the required funding for the agreement. The subscription agreement is for primary, secondary, and litigation resources.

The District Attorney Civil Division provides legal services to the Commissioners Court and is considered a part of the Courts. The District Attorney Civil Division budget includes the funding for their Westlaw licenses and will pay for their user fee

Thomson Reuters is under DIR Contract DIR-LGL-CALIR-02

084-690-00.5448: Contract Services \$28,762.08 (FY 24)

001-607-19.5448: Contract Services \$2,614.68 (FY 24)

Fiscal Impact:

Amount Requested: \$31,376.76 (FY 24)

Line Item Number:084-690-00.5448, 001-607-19.5448

Budget Office:

Source of Funds: General Fund and Law Library Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY24 budget for these services.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Texas Department of Information Resources (DIR), DIR Contract DIR-LGL-CALIR-02

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Renewal Agreement - Online Legal Services



THOMSON REUTERS™

Order Form

Order ID: Q-07320275

Contact your representative chelsea.st.marie@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000028464

HAYS COUNTY

DISTRICT AND COUNTY COURTS

712 S STAGECOACH TRL STE 2026

SAN MARCOS TX 78666-6253 US

“Customer”

Shipping Address

Account #: 1000028464

HAYS COUNTY

DISTRICT AND COUNTY COURTS

712 S STAGECOACH TRL STE 2026

SAN MARCOS TX 78666-6253 US

Billing Address

Account #: 1000028464

HAYS COUNTY

DISTRICT AND COUNTY COURTS

712 S STAGECOACH TRL STE 2026

SAN MARCOS, TX 78666-6253

US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,614.73	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-07320275

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 9/29/2023.



THOMSON REUTERS™

Attachment

Order ID: Q-07320275

Contact your representative chelsea.st.marie@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000028464

This order is made pursuant to: Texas MSA Contract No.
DIR-LGL-CALIR-02: Internal use only (TXMS)

Order Confirmation Contact (#28)

Contact Name: Barron, Melody

Email: melody.barron@co.hays.tx.us

eBilling Contact

Contact Name Melody Barron

Email melody.barron@co.hays.tx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000028464	HAYS COUNTY	712 S STAGECOACH TRL STE 2026 SAN MARCOS TX 78666-6253 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
12	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government
12	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
12	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts

Account Contact	Account Contact	Account Contact	Account Contact
First Name	Last Name	Email Address	Customer Type Description
Melody	Barron	melody.barron@co.hays.tx.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41994566	Gvt - National Reporter Images For Government (Westlaw PRO™)
42077754	Westlaw All Analytical, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government



THOMSON REUTERS®

Chelsea Tebben
Government Associate Client Executive
610 Opperman Drive
Saint Paul, Minnesota 55123
Phone: 763-326-6703
Chelsea.st.marie@tr.com

August 22, 2023

Melody Barron
Hays County Government Center
712 South Stagecoach Trail, Suite 2026
San Marcos, TX 78666

RE: Sole Source Designation – Thomson Reuters Westlaw Precision

Dear Melody Barron:

Thomson Reuters is pleased to provide you with information concerning Westlaw Precision. The purpose of this letter is to confirm that Thomson Reuters is the sole source provider for the exclusive content, features, and services listed herein.

West Publishing Corporation, a Thomson Reuters business, is the foremost provider of integrated information solutions to the U.S. legal market and has been providing research materials to the legal and professional community for more than 150 years.

Our newest offering, Westlaw Precision, provides the latest evolution in legal search, powered by trusted content, exclusive editorial enhancements, and cutting-edge technology, and allows you to research faster and with unparalleled speed and accuracy.

Westlaw Precision provides access to the following **exclusive features and services**:

- **Precision Research**—Reveal important case attributes for topics included in your plan, enabling you to search, filter, and browse, more efficiently than ever before. See cases that actually address a particular legal issue, resolve a particular cause of action or motion type, involve a particular fact pattern, or are decided a particular way. Precision Research groups similar cases using editorially curated taxonomies maintained by attorney editors and guided by expert practitioners, which no other provider can match.

Leverage Precision Filters to drill down to only the cases that were decided a particular way, resolved on a particular type of motion, or brought by a particular type of party. Plus, easily find additional cases that share similar criteria, and know that variation in language is accounted for when your query doesn't include a certain word or phrase.

- **KeyCite Cited With**—View cases that are frequently cited together even if neither cites the other, making it easier to find connections between cases and identify how the law has developed. The Cited With tab displays a list of cases cited most frequently with the case you are viewing. Filter options allow you to decide if you want to see cases cited together in the same string cite, paragraph, section, or document.
- **KeyCite Overruled in Part**—Easily identify the specific part of a case that has been invalidated so that other valid points of law aren't missed. Look for a red-striped flag to indicate cases that have been overruled in part. Quickly jump directly to the impacted text in the case where you can view the relevant language from the overruling case.



- **Outline Builder**—Quickly and easily build outlines directly within your research flow without ever needing to leave Westlaw Precision. Open Outline Builder side-by-side with a document while researching, then drag and drop important text or citations directly into your outline. Linked and formatted citations and KeyCite flags are automatically included, as is the ability to submit your outline directly to Quick Check.
- **Keep List/Hide Details**—Save potentially useful cases you may want to navigate back to and hide cases you don't want to inadvertently re-review. Use Keep/Hide functionality across multiple searches in the same research session to make your research even more efficient. No other platform has the ability to keep a list of documents or hide their details from a search result list or in multiple searches throughout the same research session.
- **Submit to Quick Check - Selected Text**—Locate relevant authority faster by highlighting significant text in the document you're viewing and get recommendations for relevant authority without leaving your research process.
- **Compare Text Tool**—Compare the language of documents across many content sets.
- **Concurring and Dissenting Opinion Shading**—Instantly know if your search language is in the cases' main opinion, or rather in the concurrence or dissent.
- **West Key Number System**—The West Key Number System is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction in the U.S., utilizing the West National Digest System, which contains editorial summaries commonly referred to as headnotes.
- **KeyCite Citator Service**—KeyCite is a full-service citator that helps users determine whether a proposition is good law by tracing the history of a case, statute, patent, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources.
- **Research Recommendations**—Based upon documents the user has interacted with during their session, Westlaw will recommend additional primary and secondary law as well as Key Numbers.
- **Snapshots**—Westlaw gives snapshots of companies, legal professionals, and popular statutes.
- **Folder Analysis**—Westlaw makes suggestions, identifying the legal issues present through automatic analysis of cases and statutes in a folder. Users can view additional recommended cases and statutes, see a visual representation of issues, and navigate documents by issue.
- **Research Report**—Westlaw assembles professional reports, summarizing research in users' folders. Users can navigate reports with Table of Contents links, display all notations (including shared notes), and edit notes from the summary screen.
- **Reference Attorneys**—Bar-admitted legal research experts are available to assist users with any stage of legal research by providing time-saving guidance.
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- **Attorney editor enhancements**—For more than a century, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations like the West Key Number



System, KeyCite, headnotes, Notes of Decisions, and Precision Research, we make the content better organized and connected, so it's easier for researchers to find accurate answers quickly.

- **Industry-defining technology**—Our research innovations connect content and our proprietary analysis of the law in unparalleled ways, so legal professionals can conduct research with unparalleled speed and accuracy. Advanced yet intuitive, easy-to-use functionality helps researchers be more efficient and find on-point cases.

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- **Corpus Juris Secundum** CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, key numbers, restatements, and more. CJS covers the full breadth and depth of the law, is cited to tens of thousands of times by the courts and is fully integrated with the West Key Number System.
- **American Jurisprudence: Full Library**—Only Westlaw provides access to the full collection of AmJur resources, including *American Jurisprudence 2nd*, *American Jurisprudence Proof of Facts*, *American Jurisprudence Trials*, and *American Jurisprudence Pleadings and Practice Forms*. These resources provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law.
- **Practical Law**—Practical Law provides legal know-how that gives lawyers a better starting point. Attorney editors create and maintain thousands of up-to-date, practical resources. We go beyond primary law and traditional legal research to give lawyers the resources needed to practice more efficiently.

Our company purpose is to *Inform the Way Forward*, where together with the professionals and institutions we serve, we help uphold the rule of law, turn the wheels of commerce, catch bad actors, report the facts, and provide trusted, unbiased information to people all over the world. I would be happy to further discuss the capabilities of Westlaw Precision with you. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.



Sincerely,

Chelsea Tebben

**Hays County Commissioners Court**

Date: 09/19/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Cohen

Agenda Item

Approve Utility Permits. SHELL/COHEN/BORCHERDING

Summary

TRN-2023-6796-UTL	Grande and Serna Communications propose to install 808 LF of open trench and 2506 LF of directional bore of 1-3" HDPE conduit and handholes in the ROW of Lime Kiln Road. 1-10'x20' work vehicle to be stationed on the shoulder and ROW.
TRN-2023-6801-UTL	Spectrum proposes to overlash 3738 FT of aerial cable on existing poles along the newly improved section of Dacy Lane.
TRN-2023-6802-UTL	Spectrum proposes to install 486 FT of aerial cable and 27 FT of UG cable on High Road. Majority of the proposed line will be within private property.
TRN-2023-6803-UTL	Spectrum proposes to install two new poles and transfer existing aerial cable on Windy Hill Road.

Attachments

Plan Set
Permit
Plan Set
Permit
Plan Set
Permit
Plan Set
Permit

SHEET INDEX:

1. COVER
2. GENERAL NOTES
3. PHASE-01 UTILITY PLAN STA 1+00 - 10+00
4. PHASE-01 UTILITY PLAN STA 10+00 - 20+00
5. PHASE-01 UTILITY PLAN STA 20+00 - END
6. PHASE-02 UTILITY PLAN STA 1+00 - 10+00
7. PHASE-02 UTILITY PLAN STA 10+00 - END
8. TYPICAL DETAILS
9. TRENCH DETAILS
10. PROPOSED HANDHOLE DETAILS
11. TRAFFIC CONTROL DETAILS

Spectrum
SPECTRUM
4658737
BLANCO RIVER RANCH
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
1167 LIME KILN RD
SAN MARCOS, TX 78666

OWNER:
JULIAN DIAZ
CHARTER COMMUNICATIONS
810 W HOWARD LN
AUSTIN, TX 78753
JULIAN.DIAZ1@CHARTER.COM
512-539-1815

CONTACT:
BRENT GURLEY, SR. PROJECT MANAGER
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 150
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

LJA Engineering, Inc. **LJA**
FRN - F-1386

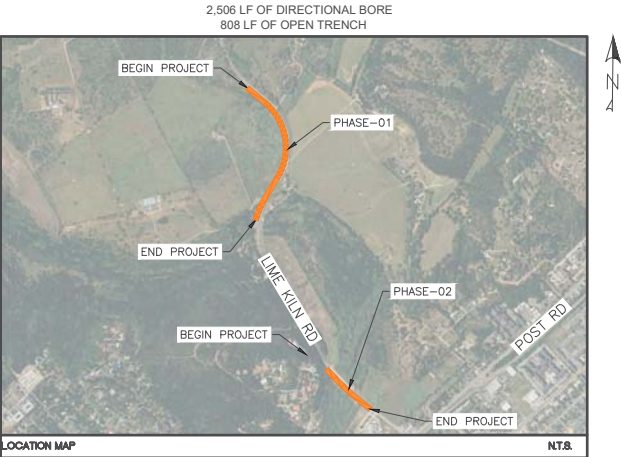
2700 LA FRONTERA BLVD, STE 150
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, P.E.
PHONE:
(512) 439-4717

SUBMITTED FOR APPROVAL BY:

Stuart Cowell
ENGINEER OF RECORD

9/11/2023
DATE



LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
BEGINNING WORK AND SHALL BE
FULLY RESPONSIBLE FOR ANY AND
ALL DAMAGES WHICH MIGHT OCCUR.



GENERAL NOTES

1. ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
4. CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6. CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7. CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TxDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11. EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS, WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING BORE PIT LOCATIONS AND DIMENSIONS, INFORMATION SHOWN ON PLANS ARE FOR REFERENCE PURPOSE ONLY.
13. IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
14. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TxDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.
15. BORE PITS CLOSER THAN 15' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
16. CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN TxDOT RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT, EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTB'S).
17. CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS

AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.

18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.
27. ALL PROPOSED TELECOM FACILITIES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISHED GRADE ELEVATION WITHIN TxDOT ROW AND 36 INCHES AT ALL OTHER LOCATIONS.
28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.

36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.

37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.

38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.

39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.

40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORIZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.

41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.

42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.

43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



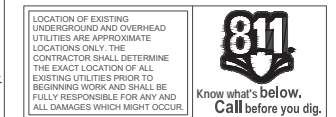
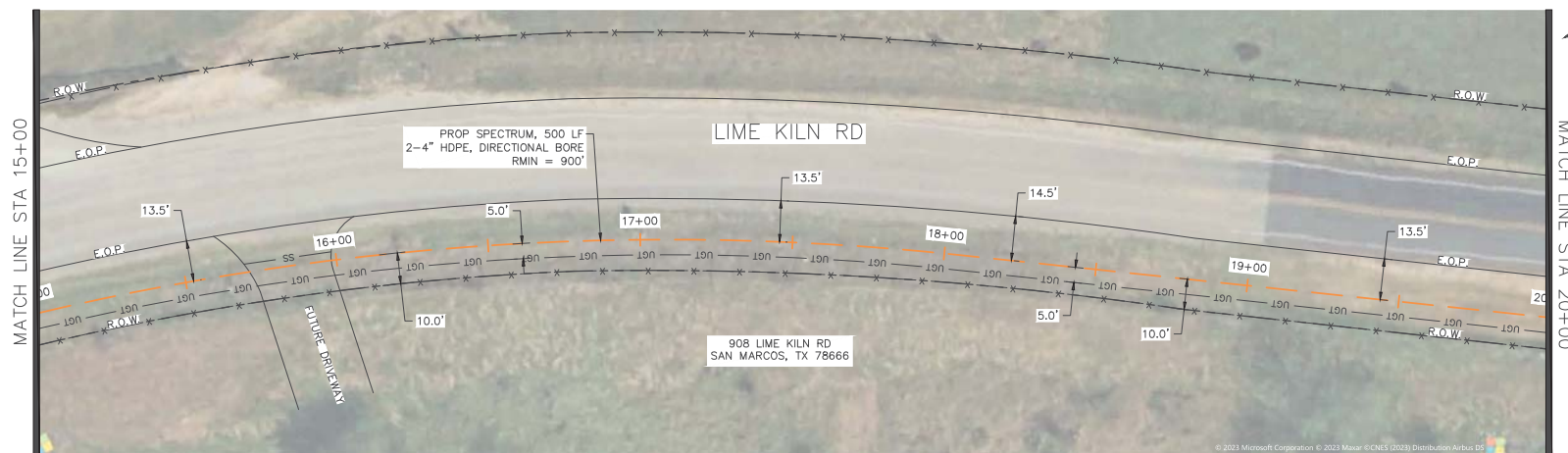
Spectrum

LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS GENERAL NOTES

DESIGN BY:	SS	SCALE:	
DRAWN BY:	SS	HORIZONTAL:	N/A
CHECKED BY:	RS	VERTICAL:	N/A
APPROVED BY:	SC	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	2
DATE:	9/10/2023		



Spectrum

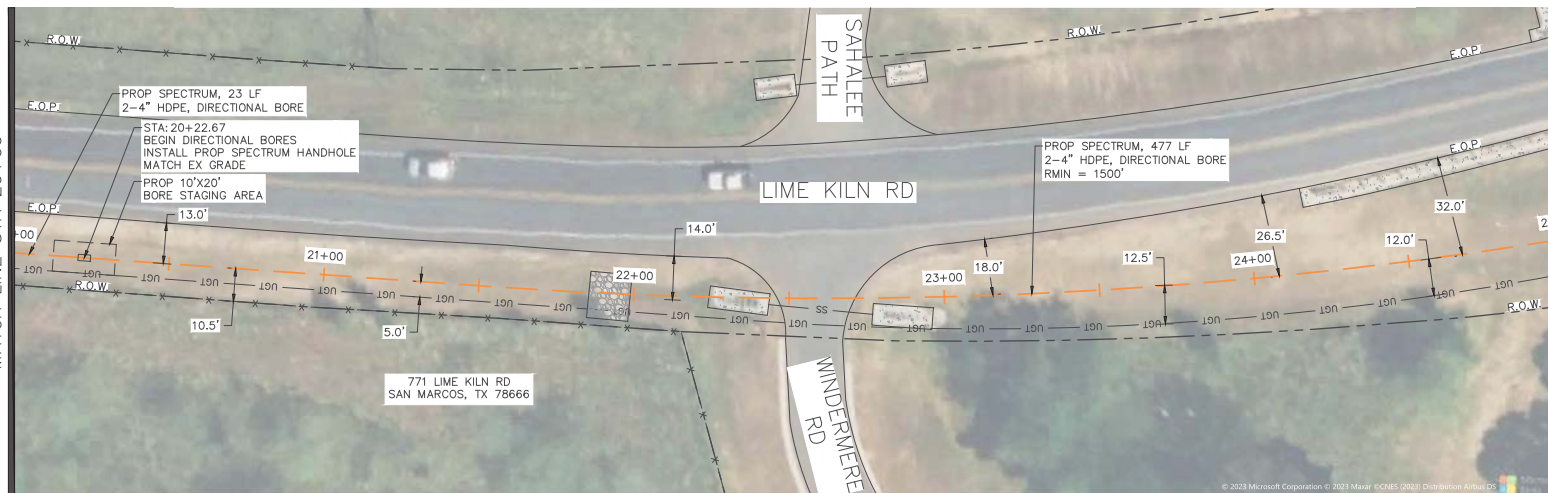
LJA Engineering, Inc.

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
PHASE-01 UTILITY PLAN STA 10+00 - 20+00

DESIGN BY: SS	SCALE: HORIZONTAL: 1"=40'
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 2 OF 3
APPROVED BY: SC	PAGE: 4
PROJECT NO: 2605-23-C178	
DATE: 9/10/2023	

MATCH LINE STA 20+00



MATCH LINE STA 25+00

20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'

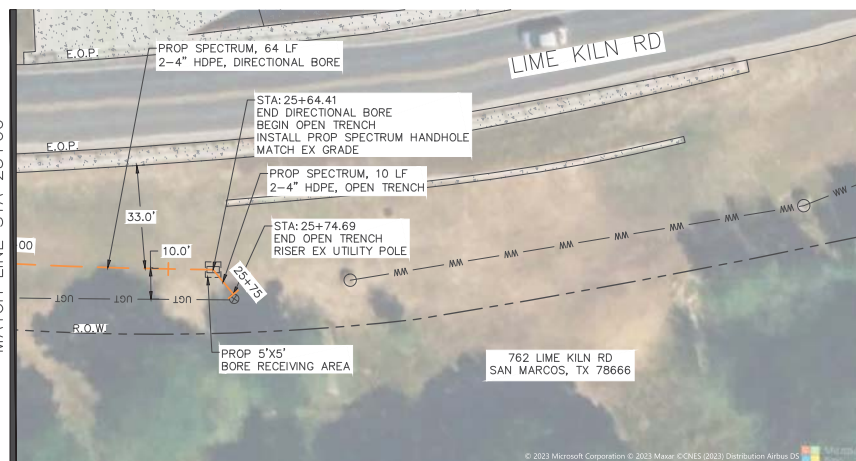
LEGEND

- PROF BORE
- PROF TRENCH
- W EX WATER LINE
- WW EX WASTEWATER LINE
- SD EX STORM SEWER
- UGE EX ELECTRIC
- GAS EX GAS
- UGT EX TELECOM
- EX ROADWAY
- EX WIRE FENCE
- R.O.W.
- EX UTILITY POLE

GENERAL NOTES:

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- CONTRACTOR SHALL POTHOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
- MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
- MANHOLE LIDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

MATCH LINE STA 25+00



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

LJA Engineering, Inc.

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
PHASE-01 UTILITY PLAN STA 20+00 - END

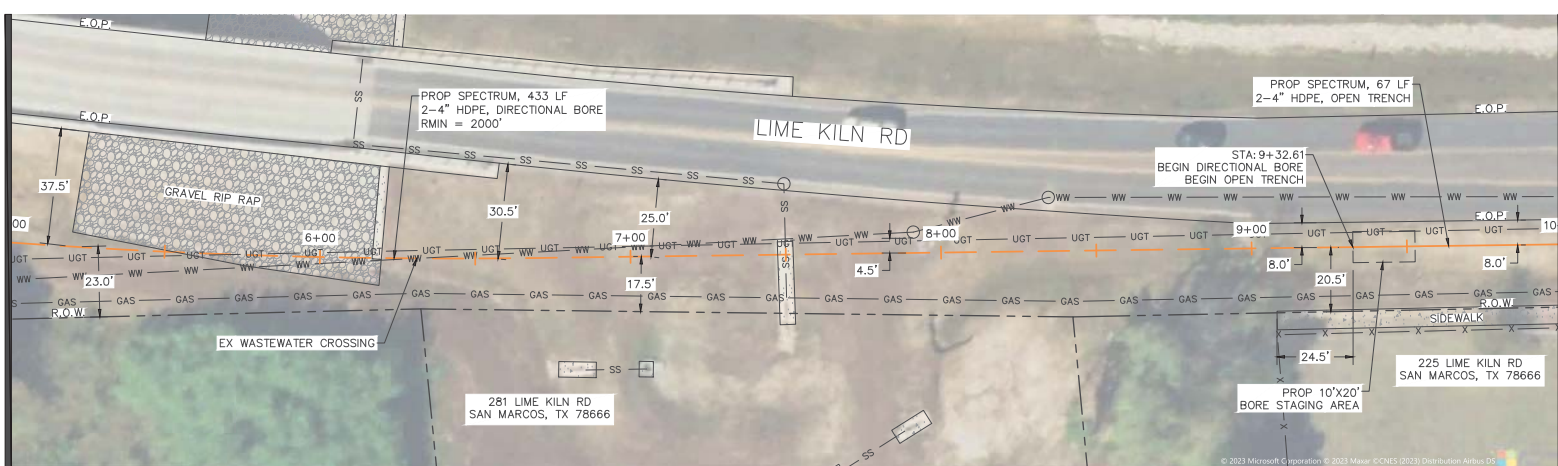
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DRAWN BY: SS	HORIZONTAL: 1"=40'
CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: SC	SHEET: 3 OF 3
PROJECT NO: 2605-23-C178	PAGE: 5
DATE: 9/10/2023	



LEGEND

---	PROP BORE
---	PROP TRENCH
W	EX WATER LINE
WW	EX WASTEWATER LINE
SD	EX STORM SEWER
UGE	EX ELECTRIC
GAS	EX GAS
UGT	EX TELECOM
X	EX ROADWAY
X	EX WIRE FENCE
X	R.O.W.
⊗	EX UTILITY POLE

- GENERAL NOTES:**
1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
 2. CONTRACTOR SHALL POTHOLE ANY EXISTING UTILITY TO VERIFY DEPTH IS NOT IN CONFLICT WITH PROPOSED ALIGNMENT.
 3. MAINTAIN A MINIMUM DUCT COVER OF 48" UNDER DITCHES AND 60" MINIMUM UNDER PAVEMENT. ALL ELSE 36" MINIMUM COVER. MAINTAIN 24" OF VERTICAL AND HORIZONTAL CLEARANCE FROM ALL EXISTING UTILITIES. CONTRACTOR TO MAINTAIN 5' HORIZONTAL CLEARANCE FROM ALL WATER INFRASTRUCTURE.
 4. MANHOLE UDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
 5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

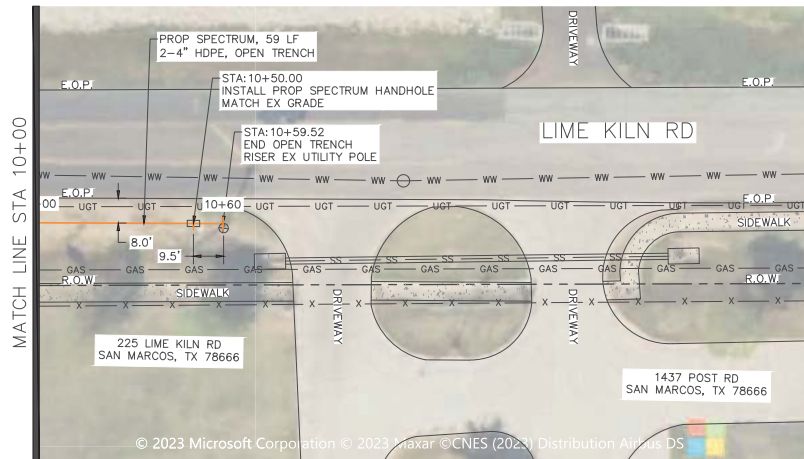
Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc.

**SPECTRUM
4658737
BLANCO RIVER RANCH**

BURIED IMPROVEMENTS PHASE-0121 UTILITY PLAN STA 1+00 - 10+00	
DESIGN BY: SS	SCALE: HORIZONTAL: 1"=40'
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 1 OF 2
APPROVED BY: SC	PAGE: 6
PROJECT NO: 2605-23-C178	
DATE: 9/10/2023	



20 10 0 20 40
HORIZONTAL SCALE : 1" = 40'

LEGEND

---	PROP BORE	---	EX WATER LINE
---	PROP TRENCH	---	EX WASTEWATER LINE
---	W	---	EX STORM SEWER
---	WW	---	EX ELECTRIC
---	SD	---	EX GAS
---	UGE	---	EX TELECOM
---	GAS	---	EX ROADWAY
---	UGT	---	EX WIRE FENCE
X	X	---	EX UTILITY POLE
---	R.O.W.		

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
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4. MANHOLE UDS TO BE INSTALLED AT EXISTING GROUND ELEVATION.
5. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

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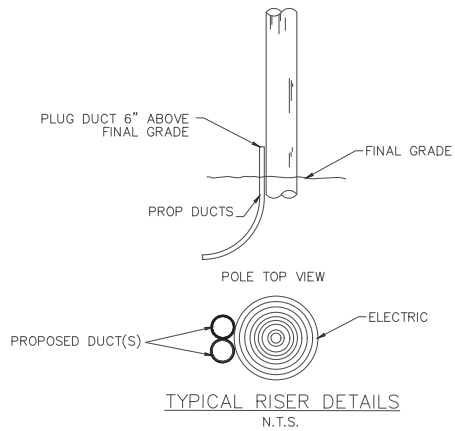
Spectrum

LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
PHASE-02 UTILITY PLAN STA 10+00 - END

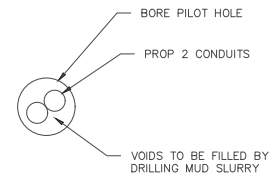
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DRAWN BY: SS	VERTICAL: N/A	
CHECKED BY: RS	SHEET: 2 OF 2	
APPROVED BY: SC	PAGE: 7	
PROJECT NO: 2605-23-C178		
DATE: 9/10/2023		



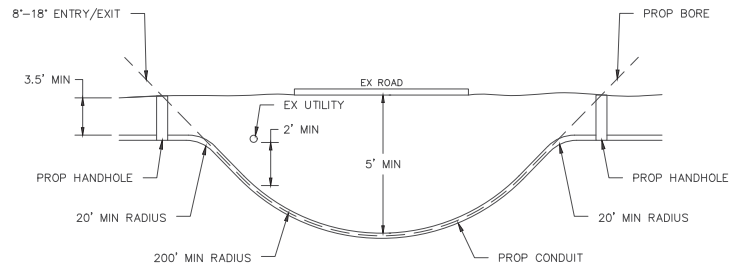
TYPICAL RISER DETAILS
N.T.S.

RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DO NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
3. NO MORE THAN 3 RISERS PER POLE.



DIRECTIONAL BORE CONDUIT
N.T.S.



TYPICAL DIRECTIONAL BORE AND TRENCH CONDUIT PROFILE
N.T.S.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



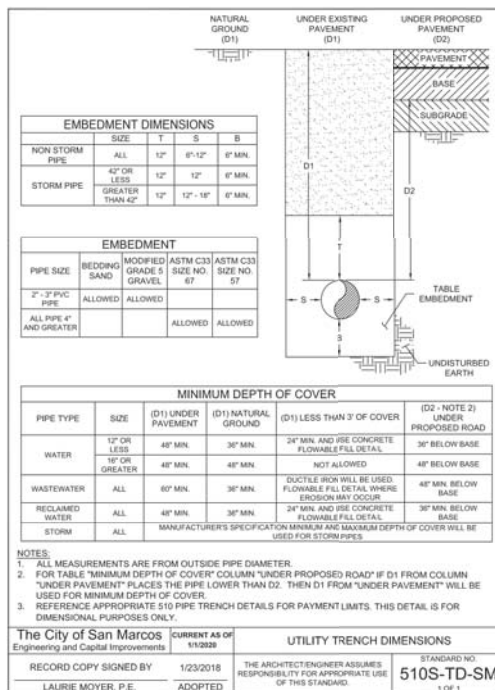
Spectrum

LJA Engineering, Inc. **LJA**
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY: SS	SCALE:
DRAWN BY: SS	HORIZONTAL: N/A
CHECKED BY: RS	VERTICAL: N/A
APPROVED BY: SC	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	PAGE: 8
DATE: 9/10/2023	



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

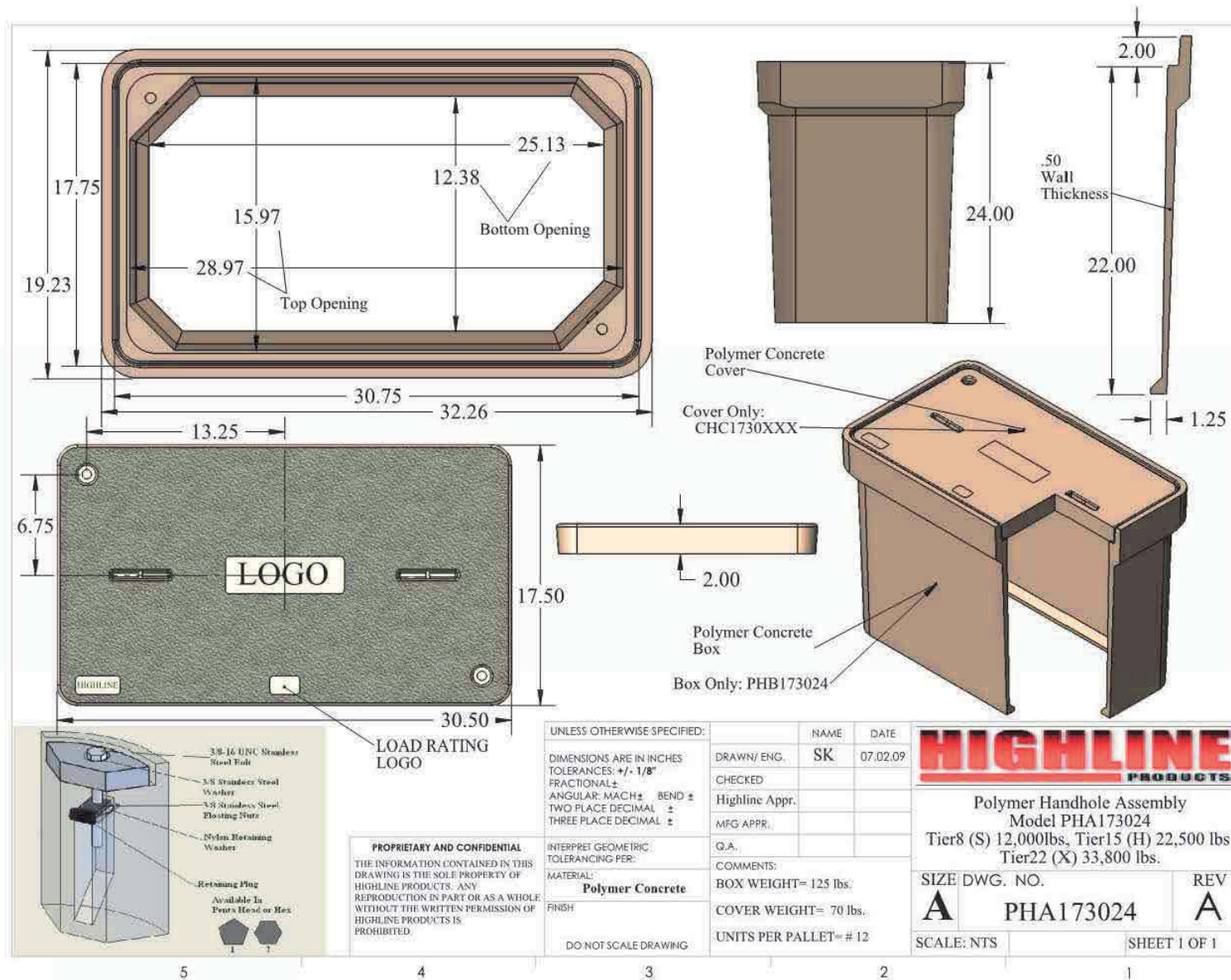
LJA Engineering, Inc.

**SPECTRUM
4658737
BLANCO RIVER RANCH**

**BURIED IMPROVEMENTS
TRENCH DETAILS**

DESIGN BY: SS
DRAWN BY: SS
CHECKED BY: RS
APPROVED BY: SC
PROJECT NO: 2605-23-C178
DATE: 9/10/2023

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 9



LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



Spectrum

LJA Engineering, Inc. **LJA**
 FRN - F-1386

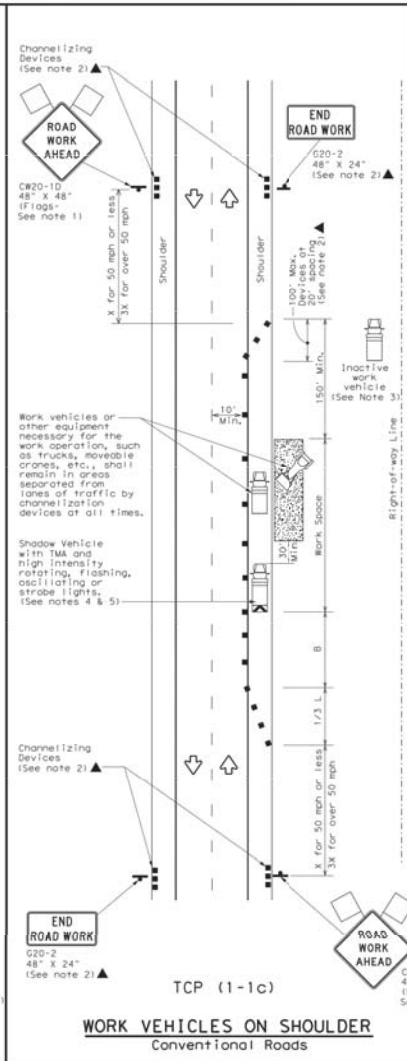
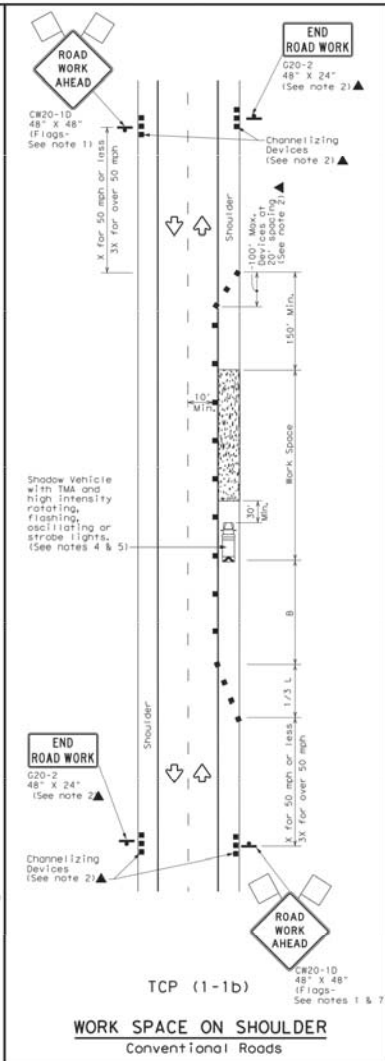
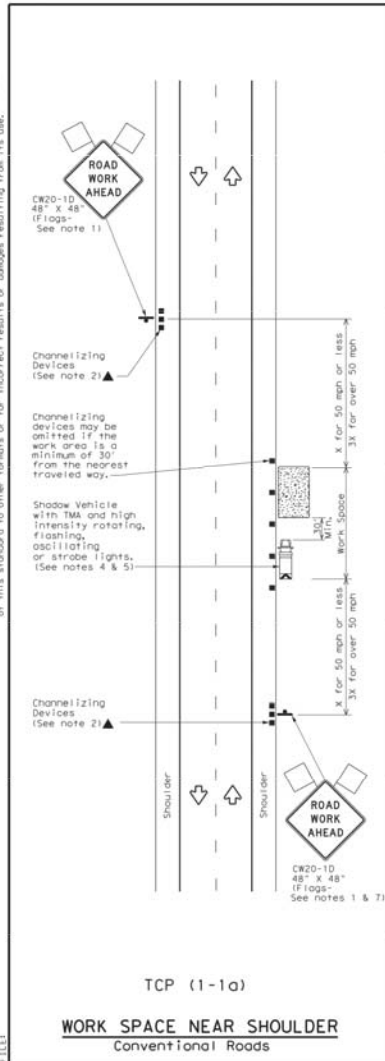
SPECTRUM
 4658737
 BLANCO RIVER RANCH

BURIED IMPROVEMENTS
 PROPOSED HANDHOLE DETAILS

DESIGN BY: SS	SCALE: HORIZONTAL: N/A
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 1 OF 1
APPROVED BY: SC	PAGE: 10
PROJECT NO: 2605-23-C178	
DATE: 9/10/2023	

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the State of Texas or the Department of Transportation for the accuracy or completeness of this standard or for the results of its use.

DATE: 9/10/2023
FILE: 11-18



LEGEND

Type 3 Barricade	Channelizing Devices	Truck Mounted Attenuator (TMA)
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)	Portable Changeable Message Sign (PCMS)
Trailer Mounted Flashing Arrow Board	Portable Changeable Message Sign (PCMS)	Traffic Flow
Sign	Traffic Flow	Flagger
Flag	Flagger	

Posted Speed "K"	Formula	Minimum Desirable Taper Lengths "K"			Suggested Maximum Spacing of Channelizing Devices "K"		Minimum Sign Spacing "K"	Suggested Longitudinal Buffer Space "K"
		10'	11'	12'	On a Taper	On a Tangent		
30	$L = \frac{WS}{S}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	$L = \frac{WS}{S}$	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP15-11 for shoulder work on divided highways, expressways and freeways.
- CR21-5 "SHOULDER WORK" signs may be used in place of CR20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1)-18

FILE: tcp1-1-18.dgn DWG: DES: DATE: SHEET: OF: 11

2-94 4-98
8-95 2-12
1-97 2-18

Traffic Operations Division Standard

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811

Know what's below. Call before you dig.

Spectrum

LJA Engineering, Inc.

FRN - F-1386

SPECTRUM

4658737

BLANCO RIVER RANCH

BURIED IMPROVEMENTS
TRAFFIC CONTROL DETAILS

DESIGN BY: SS	SCALE: HORIZONTAL: N/A
DRAWN BY: SS	VERTICAL: N/A
CHECKED BY: RS	SHEET: 1 OF 1
APPROVED BY: SC	DATE: 9/10/2023
PROJECT NO: 2605-23-C178	PAGE: 11



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 10/2/2023 .

Utility Company Information:

Name: Spectrum
Address: TX
Phone: 5122027166
Contact Name: Julian Diaz

Engineer / Contractor Information:

Name: Serna Communications, LLC.
Address: 5500 Navarro Creek Del Valle TX 78617
Phone: 5129148199
Contact Name: Francisco Serna Garcia

Hays County Information:

Utility Permit Number: TRN-2023-6796-UTL
Type of Utility Service:
Project Description:
Road Name(s): LIME KILN RD, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in cursive script, appearing to read "Roland Chan".

09/12/2023

Signature

Title

Date

SHEET INDEX:

- 1 COVER SHEET
- 2-7 PLAN SHEET

SUBMITTAL PREPARED BY:

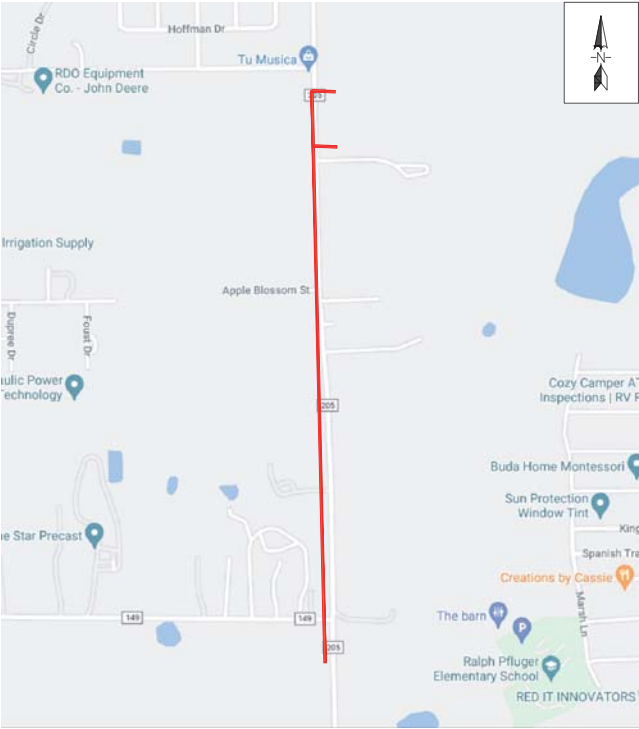


PERMIT: MDU FTTH MANSIONS OF BUDA
5400 DACY LN, BUDA, TX 78610
SPECTRUM PROPOSES TO OVERLASH 3738 FT OF AERIAL
CABLE ON EXISTING POLES.

PROJECT NUMBER: 3946696

NOTES:

- 1. CONTRACTOR SHALL CALL TXDOT LOCATES AT 713-866-7104 AND TEXAS ONE CALL SYSTEM AT 811, A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
- 3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT).
- 4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
- 5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- 6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- 7. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. PRECAUTIONS MUST BE TAKEN TO PRESENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
- 8. CONDITION OF TXDOT ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
- 9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NESC) REQUIREMENTS, ONCOR, ENERGY ELECTRIC POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES. 18' MIN. VERTICAL CLEARANCE.
- 10. BORE SECTIONS WILL EXTEND MINIMUM 5 FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10 FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS).
- 11. ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE HOLE AND CARRIER LINE (OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.



NO WATER, SANITARY SEWER OR STORM
SEWER/DRAINAGE PROPOSED WORK IN THIS
SET PLAN.

CAUTION!!!
CONTRACTOR TO LOCATE AND VERIFY ALL
EXISTING UTILITIES PRIOR TO CONSTRUCTION



BUILD		
DESCRIPTION	QUANTITY	UNIT
DIRECTIONAL BORE	0	FT
TRENCH	0	FT
OVERPULL EXISTING CONDUIT	0	FT
BORE PITS	0	EA
NEW HAND HOLES	0	EA
EXISTING HAND HOLES	0	EA
NEW PEDESTALS	0	EA
EXISTING PEDESTALS	0	EA
AERIAL RISER	1	EA
AERIAL OVERLASH	3738	FT
NEW STRAND	0	FT
PROPOSED ANCHORS	0	EA
EXISTING ANCHORS	0	EA
NEW POLES	0	EA
EXISTING POLES	0	EA
EXISTING POLES (TCP)	0	EA
TOTAL PROJECT FOOTAGE	3738	FT



Spectrum

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMScope

DATE: 05/18/2023

SCALE: 1:50

DRAWN BY: COMMScope

CHECKED BY: JB

PROJECT TITLE: MDU FTTH MANSIONS OF BUDA

PROJECT ADDRESS:

5400 DACY LN, BUDA, TX 78610

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 2 OF 7

DACY LN

DACY LN

POLE# 525630
13'
POLE# 525641

INSTALL NEW RISER

264'

MATCH SHEET 3



Spectrum

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMSCOPE

DATE: 05/18/2023

SCALE: 1:50

DRAWN BY: COMMSCOPE

CHECKED BY: JB

PROJECT TITLE: MDU FTTH MANSIONS OF BUDA

PROJECT ADDRESS:

5400 DACY LN, BUDA, TX 78610

REVISIONS

DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--

SHEET 3 OF 7

MATCH SHEET 2

DACY LN

DACY LN

POLE# 382376

260'

POLE# 382375

240'

POLE# 382479

190'

MATCH SHEET 4

MATCH SHEET 3



Spectrum

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMScope

DATE: 05/18/2023

SCALE: 1:50

DRAWN BY: COMMScope

CHECKED BY: JB

PROJECT TITLE: MDU FTTH MANSIONS OF BUDA

PROJECT ADDRESS:

5400 DACY LN, BUDA, TX 78610

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 4 OF 7

MATCH SHEET 5

APPLE BLOSSOM ST

DACY LN

DACY LN

POLE# 382357

POLE# 382480

POLE# 382497

124'

129'

481'

MATCH SHEET 4



Spectrum

LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMScope

DATE: 05/18/2023
SCALE: 1:50
DRAWN BY: COMMScope
CHECKED BY: JB
PROJECT TITLE: MDU FTTH MANSIONS OF BUDA
PROJECT ADDRESS:
5400 DACY LN, BUDA, TX 78610

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 5 OF 7

DACY LN

DACY LN

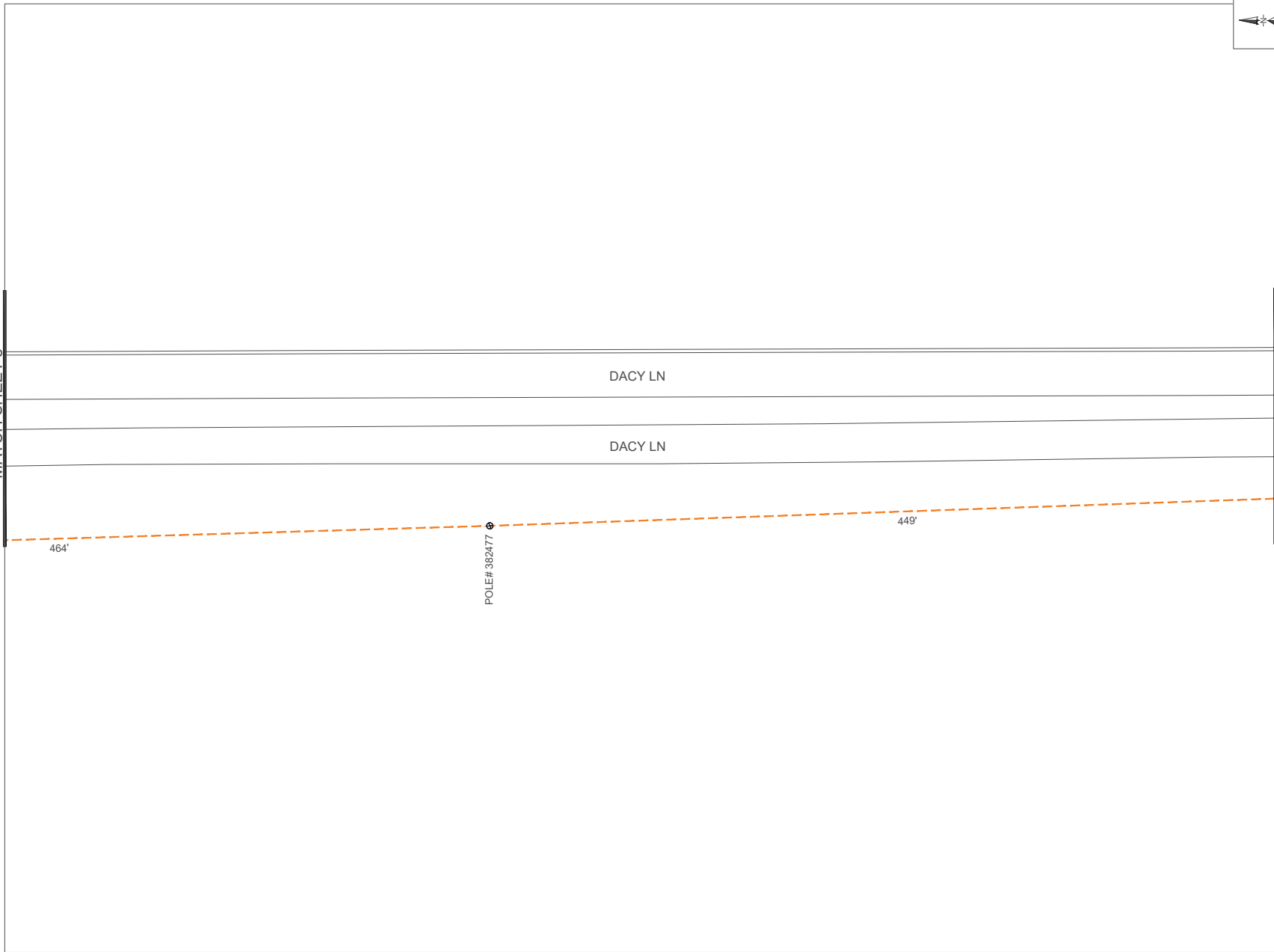
POLE# 382478

391'

POLE# 382356

MATCH SHEET 6

MATCH SHEET 5



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMScope®

DATE: 05/18/2023
SCALE: 1:50
DRAWN BY: COMMScope
CHECKED BY: JB
PROJECT TITLE: MDU FTTH MANSIONS OF BUDA
PROJECT ADDRESS:
5400 DACY LN, BUDA, TX 78610

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 6 OF 7

**Spectrum****LEGEND**

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROP. OVERLASH
- ROW
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED



ENGINEER SEAL

COMMSCOPE®

DATE: 05/18/2023

SCALE: 1:50

DRAWN BY: COMMSCOPE

CHECKED BY: JB

PROJECT TITLE: MDU FTTH MANSIONS OF BUDA**PROJECT ADDRESS:**
5400 DACY LN, BUDA, TX 78610**REVISIONS**

DATE	DESCRIPTION	INITIALS
--	--	--
--	--	--

SHEET 7 OF 7



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 8/21/2023 .

Utility Company Information:

Name: Charter/Time Warner

Address: 810 W. Howard Ln Austin TX

Phone: 8302630519

Contact Name: Jesus Gutierrez

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6801-UTL

Type of Utility Service: 48ct fiber optic cable

Project Description:

Road Name(s): Dacy Ln, Suffield Dr, , , , ,

Subdivision:

Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in cursive script, appearing to read "Roland Chan".

09/13/2023

Signature

Title

Date

SHEET INDEX:

- 1
- COVER SHEET
- 2
- PLAN SHEET
- 3
- TRAFFIC CONTROL DETAILS

SUBMITTAL PREPARED BY:

COMMScope®

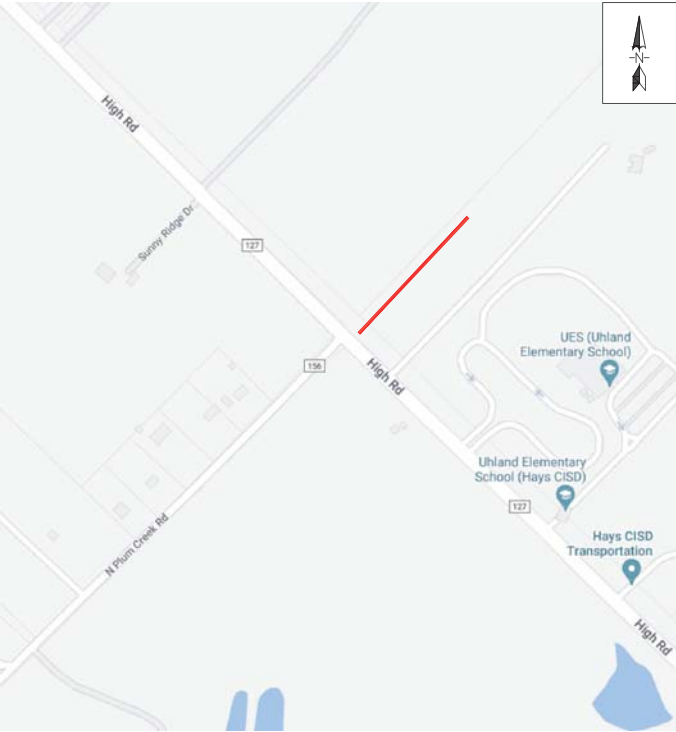


PERMIT: FR WAYSIDE PH1 HIGH RD
2330 HIGH RD, UHLAND, TX 78640
SPECTRUM PROPOSES TO INSTALL 486 FT OF AERIAL
CABLE AND 27 FT OF UG CABLE.

PROJECT NUMBER: 4670246

NOTES:

1. CONTRACTOR SHALL CALL TXDOT LOCATES AT 713-866-7104 AND TEXAS ONE CALL SYSTEM AT 811, A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT).
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
7. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. PRECAUTIONS MUST BE TAKEN TO PRESENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
8. CONDITION OF TXDOT ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NESC) REQUIREMENTS, ONCOR, ENERGY ELECTRIC POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES. 18' MIN. VERTICAL CLEARANCE.
10. BORE SECTIONS WILL EXTEND MINIMUM 5 FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10 FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS).
11. ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE HOLE AND CARRIER LINE (OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.



NO WATER, SANITARY SEWER OR STORM
SEWER/DRAINAGE PROPOSED WORK IN THIS
SET PLAN.

CAUTION!!!
CONTRACTOR TO LOCATE AND VERIFY ALL
EXISTING UTILITIES PRIOR TO CONSTRUCTION



BUILD		
DESCRIPTION	QUANTITY	UNIT
DIRECTIONAL BORE	0	FT
TRENCH	27	FT
OVERPULL EXISTING CONDUIT	0	FT
BORE PITS	0	EA
NEW HAND HOLES	0	EA
EXISTING HAND HOLES	0	EA
NEW PEDESTALS	0	EA
EXISTING PEDESTALS	0	EA
AERIAL RISER	1	EA
AERIAL OVERLASH	0	FT
NEW STRAND	486	FT
WRECK OUT STRAND	0	FT
PROPOSED ANCHORS	6	EA
EXISTING ANCHORS	0	EA
NEW POLES	0	EA
EXISTING POLES	0	EA
EXISTING POLES (TCP)	0	EA
TOTAL PROJECT FOOTAGE	513	FT



LEGEND

- EXISTING AERIAL
- EXISTING CONDUIT
- STRAND ONLY
- PROPOSED AERIAL
- PROPOSED TRENCH
- PROP. OVERLASH
- ROW
- PROP. ROW
- PARCELS
- REMOVE AERIAL
- EXISTING POLE
- PROPOSED POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- EX. POWER SUPPLY
- PROP. HAND HOLE
- PROP. PED

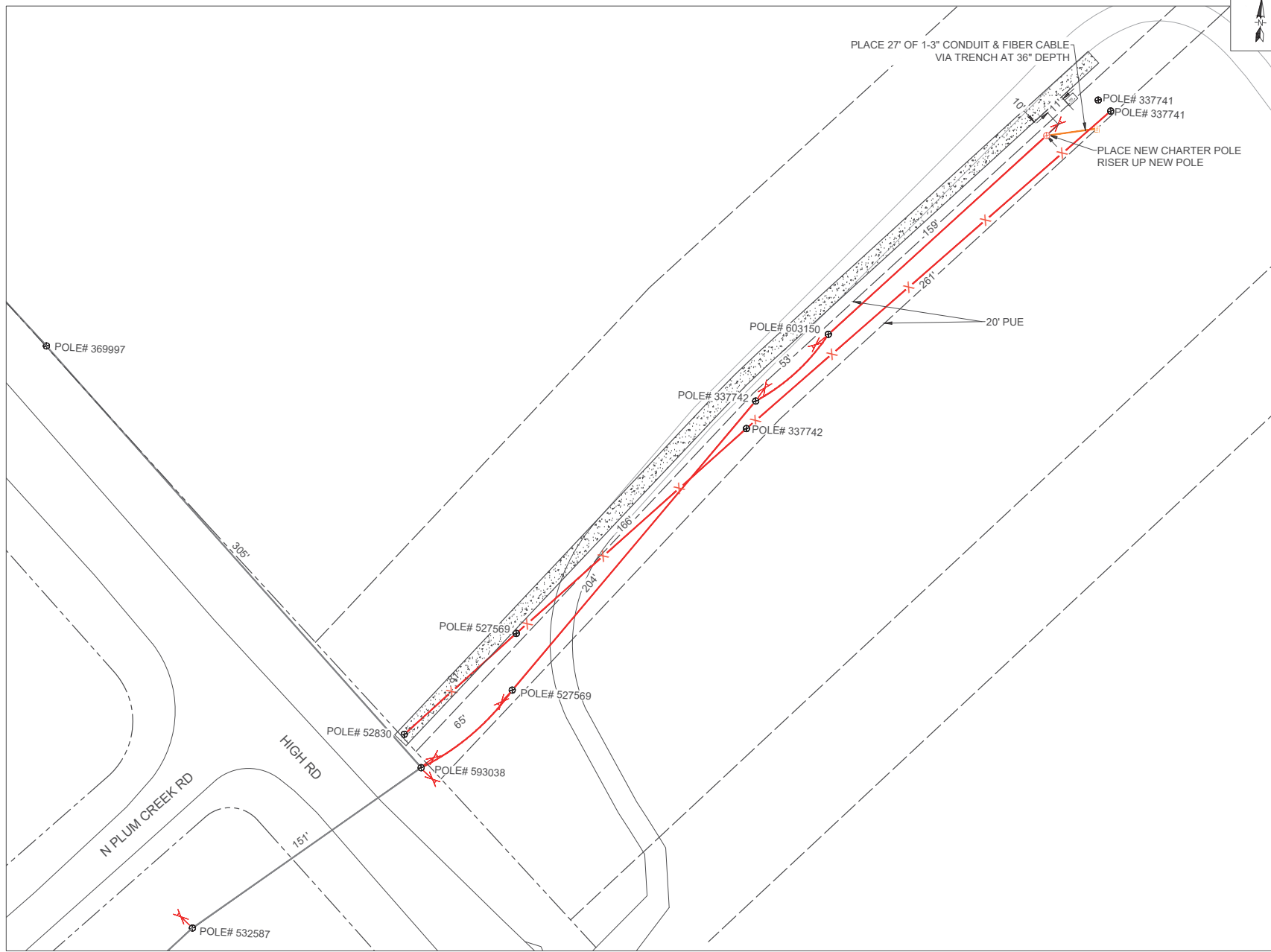


ENGINEER SEAL



DATE: 08/09/2023		
SCALE: 1:50		
DRAWN BY: COMMScope		
CHECKED BY: JB		
PROJECT TITLE: FR WAYSIDE PH1 HIGH RD		
PROJECT ADDRESS: 2330 HIGH RD, UHLAND, TX 78640		
REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

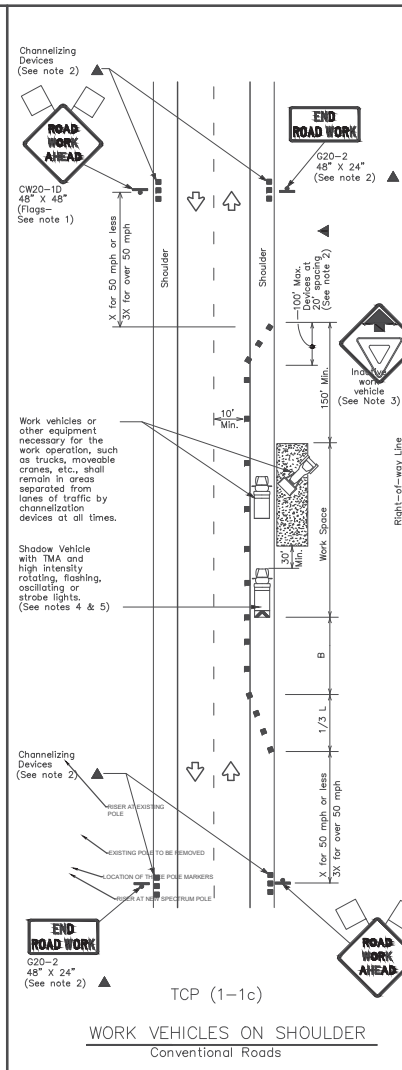
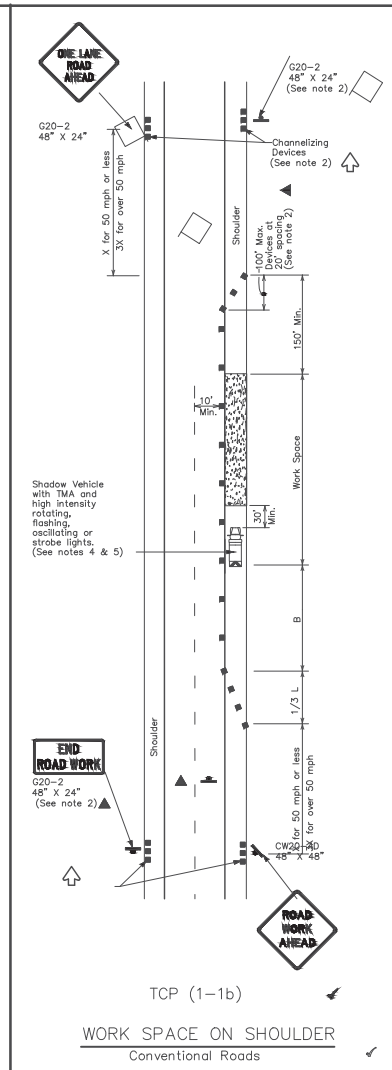
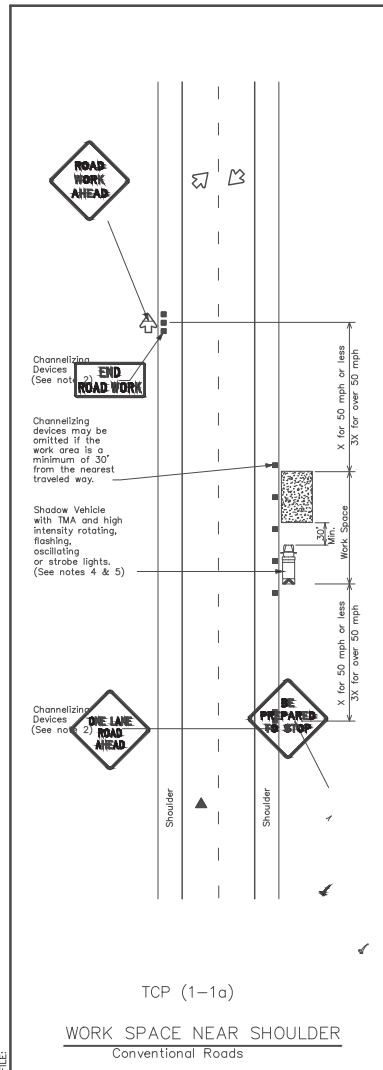
SHEET 2 OF 3



TRAFFIC CONTROL DETAILS

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the author or publisher for any consequences or damages resulting from its use.

DATE: FILE:



Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing **	Suggested Longitudinal Buffer Space **
		Offset 10'	Offset 11'	Offset 12'	On a Taper	On a Taper		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	$L = WS$	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'
80								

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	DN:	DN:	DN:
2-94 4-98	CONT	SECT	JOB	ROADWAY
8-95 2-12	DIST	COUNTY		SHEET NO.
1-97 2-18				
151				



ENGINEER SEAL

COMMSCOPE

DATE: 08/09/2023

SCALE: 1:50

DRAWN BY: COMMSCOPE

CHECKED BY: JB

PROJECT TITLE: FR WAYSIDE PH1 HIGH RD

PROJECT ADDRESS: 2330 HIGH RD, UHLAND, TX 78640

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 3 OF 3



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 8/14/2023 .

Utility Company Information:

Name: Charter/Time Warner
Address: 810 W. Howard Ln Austin TX
Phone: 8302630519
Contact Name: Jesus Gutierrez

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6802-UTL
Type of Utility Service: 48 count fiber optic cable
Project Description:
Road Name(s): High Rd, Plum Creek Rd, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in cursive script, appearing to read "Roland Chan".

09/13/2023

Signature

Title

Date

SHEET INDEX:

- 1 COVER SHEET
- 2 PLAN SHEET
- 3 TRAFFIC CONTROL DETAILS

SUBMITTAL PREPARED BY:

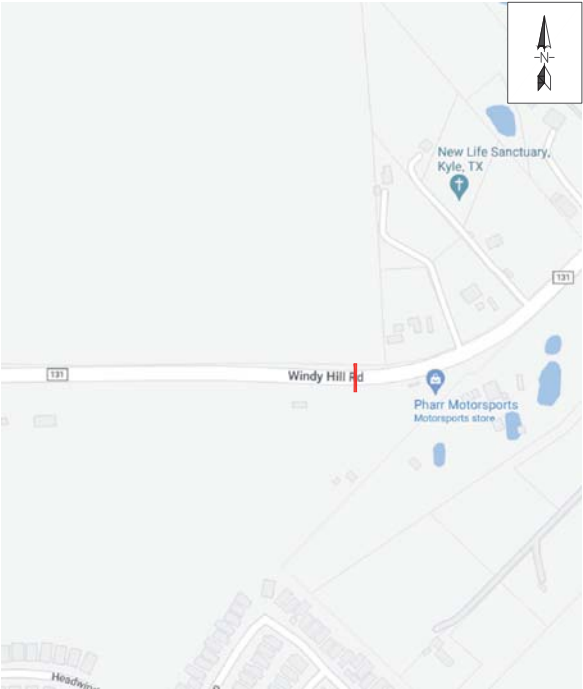


PERMIT: WINDY HILL
2100 WINDY HILL RD, BUDA, TX 78640
SPECTRUM PROPOSES TO INSTALL TWO NEW POLES AND
TRANSFER EXISTING AERIAL.

PROJECT NUMBER: 2571801

NOTES:

- 1. CONTRACTOR SHALL CALL TXDOT LOCATES AT 713-866-7104 AND TEXAS ONE CALL SYSTEM AT 811, A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
- 2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
- 3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT).
- 4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
- 5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- 6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
- 7. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT. PRECAUTIONS MUST BE TAKEN TO PRESENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
- 8. CONDITION OF TXDOT ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
- 9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NEC) REQUIREMENTS, ONCOR, ENERGY ELECTRIC POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES. 18' MIN. VERTICAL CLEARANCE.
- 10. BORE SECTIONS WILL EXTEND MINIMUM 5 FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10 FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS).
- 11. ANNULAR VOIDS GREATER THAN ONE INCH BETWEEN THE BORE HOLE AND CARRIER LINE (OR CASING, IF USED) SHALL BE FILLED WITH A SLURRY GROUT OR OTHER FLOWABLE FILL ACCEPTABLE TO THE DEPARTMENT TO PREVENT SETTLEMENT OF ANY PART OF THE HIGHWAY FACILITY OVER THE LINE OR CASING.



NO WATER, SANITARY SEWER OR STORM
SEWER/DRAINAGE PROPOSED WORK IN THIS
SET PLAN.

CAUTION!!!
CONTRACTOR TO LOCATE AND VERIFY ALL
EXISTING UTILITIES PRIOR TO CONSTRUCTION



BUILD		
DESCRIPTION	QUANTITY	UNIT
DIRECTIONAL BORE	0	FT
TRENCH	10	FT
OVERPULL EXISTING CONDUIT	0	FT
BORE PITS	0	EA
NEW HAND HOLES	1	EA
EXISTING HAND HOLES	0	EA
NEW PEDESTALS	0	EA
EXISTING PEDESTALS	0	EA
AERIAL RISER	1	EA
AERIAL OVERLASH	0	FT
NEW STRAND	0	FT
PROPOSED ANCHORS	0	EA
EXISTING ANCHORS	0	EA
NEW POLES	2	EA
EXISTING POLES	0	EA
EXISTING POLES (TCP)	0	EA
TOTAL PROJECT FOOTAGE	10	FT

LEGEND

- PROPOSED AERIAL
- PROPOSED OVERLASH
- PROPOSED TRENCH
- PROP. BORE
- WATER LINE
- STORM DRAIN
- GAS LINE
- EX. ROW
- PROP. ROW
- EXISTING POLE
- EXISTING ANCHOR
- PROPOSED ANCHOR
- PROP. HAND HOLE
- EX. STUB OUT
- WATER VALVE
- FIRE HYDRANT
- WW MANHOLE
- BORE PIT
- POT HOLE
- PROP. PED
- EX. PED

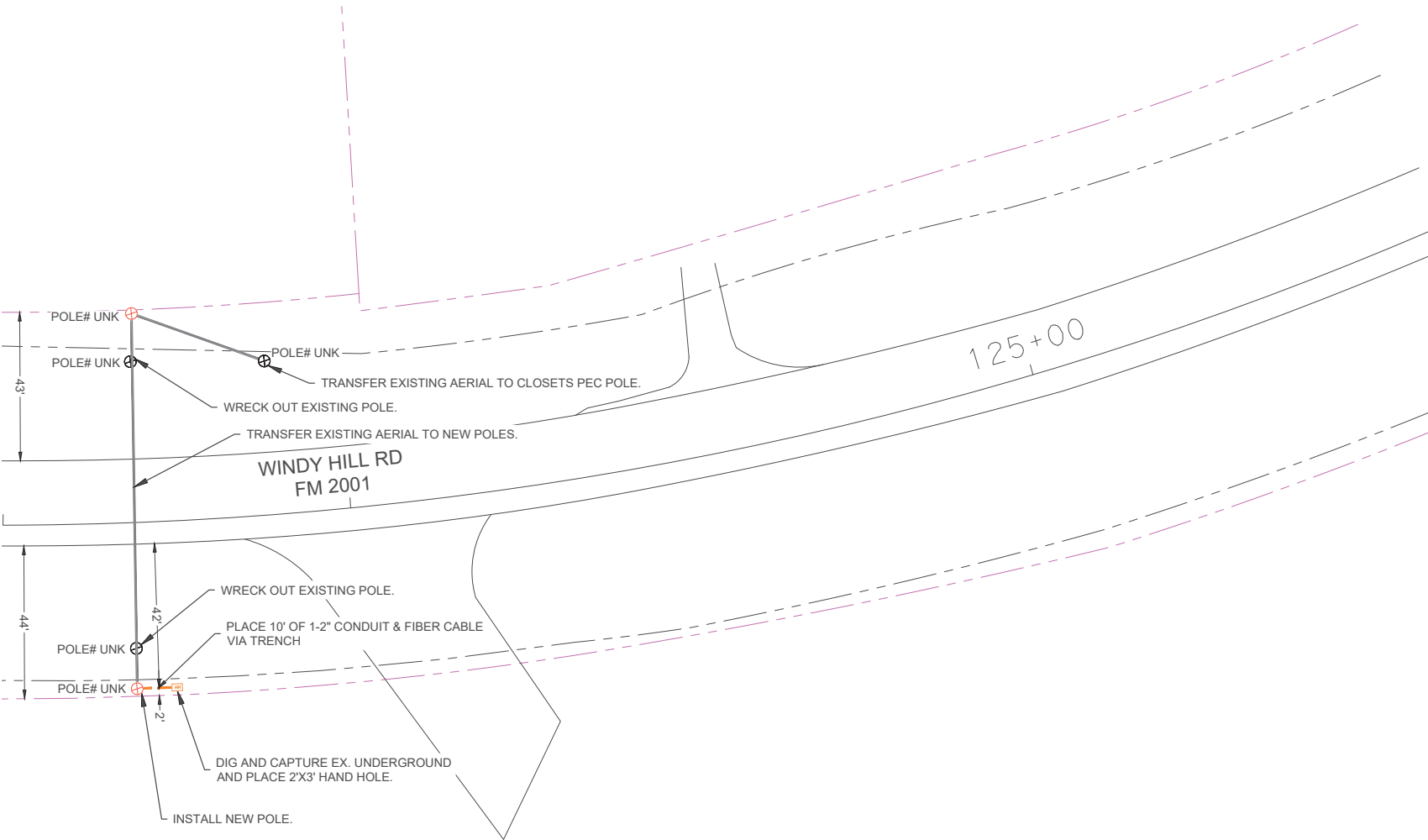


ENGINEER SEAL

COMMScope

DATE: 05/05/2023
SCALE: 1:30
DRAWN BY: COMMScope
CHECKED BY: JB
PROJECT TITLE: WINDY HILL
PROJECT ADDRESS:
2100 WINDY HILL RD, BUDA, TX 78640

REVISIONS		
DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

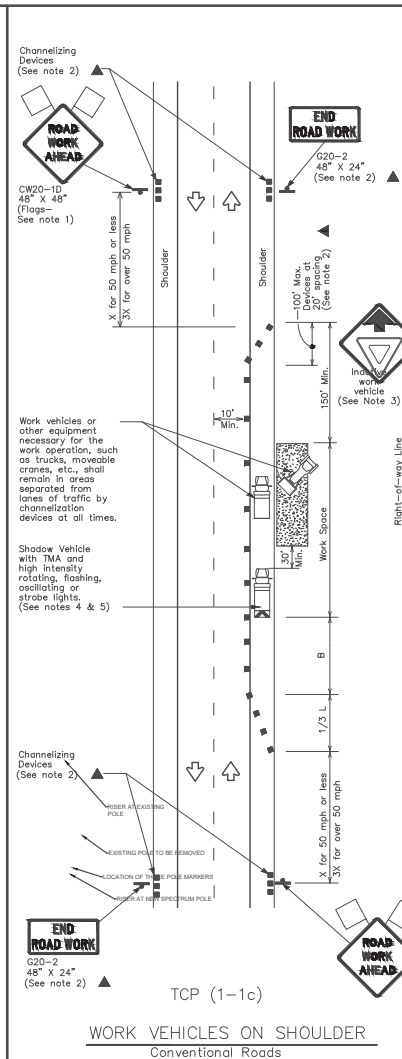
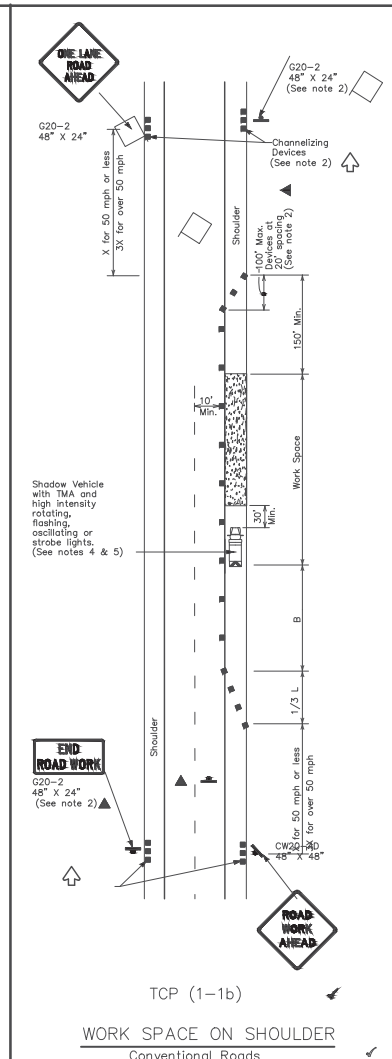
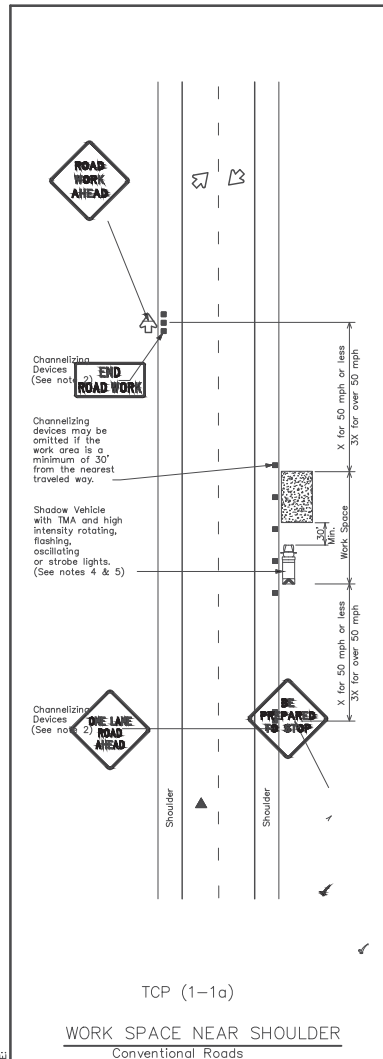


2100 WINDY HILL RD

TRAFFIC CONTROL DETAILS

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the author or publisher for the use of this standard for any purpose other than that intended by the author or publisher.

DATE: FILE:



Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing ** Distance	Suggested Longitudinal Buffer Space **
		10' Offset	11' Offset	12' Offset	On a Taper	On a Target		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	$L = WS$	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barrioles or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn
DATE: December 1985
REVISIONS:
2-94 4-98
9-95 2-12
1-97 2-18
151

TRAFFIC OPERATIONS DIVISION
Standard

DATE: DESCRIPTION INITIALS

SHEET 3 OF 3



ENGINEER SEAL

COMMScope

DATE: 05/05/2023
SCALE: 1:30
DRAWN BY: COMMScope
CHECKED BY: JB
PROJECT TITLE: WINDY HILL
PROJECT ADDRESS:
2100 WINDY HILL RD, BUDA, TX 78640

REVISIONS

DATE	DESCRIPTION	INITIALS
-	-	-
-	-	-

SHEET 3 OF 3



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 6/26/2023 .

Utility Company Information:

Name: Time Warner/Spectrum
Address: 810 W. Howard Ln Austin TX
Phone: 8302630519
Contact Name: Jesus Gutierrez

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2023-6803-UTL
Type of Utility Service: Fiber
Project Description:
Road Name(s): Windy Hill Rd, CR 131, PEC Substation Driveway, , , , ,
Subdivision:
Commissioner Precinct:

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

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

A handwritten signature in cursive script, appearing to read "Roland Chan".

09/13/2023

Signature

Title

Date



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Don Montague, Constable Pct 3

Sponsor:

Commissioner Shell

Agenda Item:

Authorize payment to Richard Cowell Tactical where the amount was \$554.50 to purchase a vest carrier for the Constable Pct. 3 office in which no purchase order was issued as required per the County Purchasing Policy. **SHELL/MONTAGUE**

Summary:

Fiscal Impact:

Amount Requested: \$554.50

Line Item Number: 001-637-00.5717_400

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

New Revenue Y/N?: N/A

Comments:

Attachments

Richard Cowell Tactical Invoice



INVOICE

Hays County Constable Office
200 Stillwater
WIMBERLEY TX 78676
USA

Invoice Date
May 3, 2023

Invoice Number
I-8960

Reference
Sylvester

Richard Cowell Tactical
PO Box 899
6413 Main Street
Bonners Ferry, ID 83805
(208) 267-8090

Item	Description	Quantity	Unit Price	Discount	Amount USD
RC-ABV-Hays	External Armor Carrier - Made to Hays County Sheriff Department's specifications	1.00	437.50		437.50
RC-AVP	Additional vest pocket for external carrier	3.00	17.50	100.00%	0.00
Esstac-KYWI-Pistol	Esstac kydex inserts for open top mags	3.00	4.00	100.00%	0.00
RC-GDB	Buttons on upper pocket and down center of carrier	1.00	14.00	100.00%	0.00
RC-LID	Large Identification Placard	1.00	12.50	100.00%	0.00
RC-NameTape	Name Tape, 1x5" made to customer's specifications	1.00	7.50	100.00%	0.00
Shipping	UPS Ground	1.00	18.50	8.10%	17.00
Discount reflects the \$100 paid for by Constable Sylvester					
Subtotal (includes a discount of 100.00)					454.50
TOTAL USD					454.50

Due Date: May 24, 2023



[View and pay online now](#)



PAYMENT ADVICE

To: Richard Cowell Tactical
PO Box 899
6413 Main Street
Bonners Ferry, ID 83805
(208) 267-8090

Customer	Hays County Constable Office
Invoice Number	I-8960
Amount Due	454.50
Due Date	May 24, 2023
Amount Enclosed	<div>Enter the amount you are paying above</div>



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of additional funds from the Texas Indigent Defense Commission for the Regional Padilla Compliance Program in the amount of \$136,451.00 and amend the budget accordingly. **BECERRA/T.CRUMLEY**

Summary:

Hays County currently has a grant award from Texas Indigent Defense Commission (TIDC) to support the Regional Padilla Program - myPadilla. Due to grant funds being insufficient to complete the project, TIDC has allotted an additional \$136,451 bringing the project total to \$370,133. The project period runs through September 30, 2023. No additional matching funds are required.

Grant number TS-22-105

Grant period 10/1/2021 - 9/30/2023

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-899-99-124]

Budget Office:

Source of Funds: Texas Indigent Defense Commission Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$136,451) - Increase Intergovernmental Revenue

\$136,451 - Increase Contract Services

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$136,451 in Intergovernmental Revenues

Comments:

Attachments

Previous Grant Award

Additional Funding



**Statement of Grant Award
FY2022 Improvement Grant**

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

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

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

Standard Grant Conditions:

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

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

Signature of Authorized Official

Name & Title (please print)

Date

Attachment A

Terms and Conditions

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

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

Original grant application and modifications follow.



County Judge Ruben Becerra
DIRECTOR

March 29, 2022

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

To Whom It May Concern:

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

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

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

Respectfully Submitted,

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

Ruben Becerra, Hays County Judge



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

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

Re: Request to Extend and Modify Technical Support Grant

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

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

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

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

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

Respectfully,

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

Ruben Becerra
Hays County Judge

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



Technical Support Application Form

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

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

Brief Description:

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

Issue to Be Addressed:

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

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

Proposed Project to Address Problem:

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

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

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

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

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

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

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

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

Specific Assistance Needed from the Task Force:

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

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

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

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

The project is otherwise supported during the pilot period by:

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

Summary Report

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

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

Budget

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

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


Signature

Ruben Becerra
Printed Name

7-30-2019
Date

Hays County Judge
Title

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

Timeline for Reporting and Fund Distribution

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

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

Texas Indigent Defense Commission

Grant to Hays County Supporting the Regional Padilla Compliance Program

Outline of Changes and Proposed Grant Supplement

Background

- In Fall of 2019, TIDC awarded a grant to Hays County for the Regional *Padilla* Compliance Program. This program helps ensure that indigent defendants are properly advised regarding the immigration-related collateral consequences of a guilty plea as required by the U.S. Supreme Court ruling in *Padilla v. Kentucky*.
- The program operation was contracted to a nonprofit organization (originally myPadilla, currently Capital Area Private Defender Service).
- The grant fully funds the contract for program operation, with no county matching contribution required.
- In the Fall of 2021, TIDC reissued the unspent balance of the original grant in a new award, TS-22-105, and extended the term of the award. (Award statement attached.)
- This proposed grant supplement request below will augment the existing award to meet anticipated program costs through the end of September, 2023.
- In order to augment the grant, TIDC rules require a signed request from the County Judge. A proposed request letter is included below for your convenience. The signed request can be directed to ecolfax@tidc.texas.gov.
- Since awarding this grant to Hays County, the Texas Legislature has provided authority to TIDC to make grants directly to nonprofit organizations like CAPDS. Previously, TIDC grants could only fund nonprofits indirectly through counties.
- Beginning in FY2024, TIDC will continue funding the Regional Padilla Compliance Program through a direct grant to CAPDS. This will simplify administration. No changes to the program services will accompany this change. Hays County indigent defense providers will still have access to the resource for indigent clients at no cost.

Dear Mr. Colfax,

Regarding TIDC's grant to Hays County for the Regional Padilla Compliance Program, grant # TS-22-105, the remaining award balance is expected to fall short of the remaining expenditures for the program through the end of FY2023. I understand that the TIDC board has authorized a grant supplement of up to \$136,451 if needed upon the County's official request. As such, I request that this grant award be increased by \$136,451 to a revised total award of \$370,133 to ensure that sufficient funds are available for this program's operation through the end of FY2023. I understand that is grant fully funds the Regional Padilla Compliance Program with no matching fund contribution from Hays County. This request will not change the scope or program activities in any way.

Signature of County Judge



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jude Prather, Director of Veteran Services

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize payment to Panoramic Software Inc. Vetpro software in the amount of \$1,800.00 for the Veteran's Administration Office in which no purchase order was issued as required per County Purchasing Policy. **INGALSBE/PRATHER**

Summary:

The Veteran's Administration Office was approved the purchase of Panoramic Software Inc. Vetpro software in FY2023, however, the company does not provide a service agreement or accept purchase orders. This software is a web based Veteran claims management software solution which has enhanced the VSO daily processes. Funds are available in their operating budget to cover this expense.

Fiscal Impact:

Amount Requested: 1,800.00

Line Item Number: 001-720-00.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: No

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing

New Revenue Y/N?: N/A

Comments:

Attachments

Invoice

Terms of Use

Panoramic Software Inc.
32932 Pacific Coast Highway #14-482
Dana Point, CA 92629 US
949-496-4236
britt@panosoft.com
www.panosoft.com

Invoice



BILL TO

Hays County Veterans Services Office
Attn: Michael Hernandezq
111 E San Antonio St #200
San Marcos TX 78666

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
677	01/01/2023	\$1,800.00	02/01/2023		

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	VetPro National User Annual License Fee	4	450.00	1,800.00
	License Term: December 2022 - November 2023	1	0.00	0.00

BALANCE DUE

\$1,800.00

SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

1. **READ THIS:** This Terms of Use Agreement (“Agreement” or “Terms of Use”) is made by and between Panoramic VetPro, Inc. (hereinafter “Company”), a California corporation, with offices at 32932 Pacific Coast HWY, STE 14-482, Dana Point, CA 92629, and you, the user as the authorized representative of the entity, agency, or contracting party for which you access Company’s websites on behalf of (“you”, “your”, “End User” or “User”).

This Agreement contains the complete terms and conditions that govern the use of the Company’s website(s) (“Website” or “Websites” or “Site”). **BY CLICKING THE “AGREE AND ACCEPT” BUTTON BELOW OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER COMPANY SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE “SERVICES”), YOU AGREE THAT BOTH YOU AND ANY ENTITY OR AGENCY, GOVERNMENTAL OR OTHERWISE, THAT YOU REPRESENT OR ACCESS THE SERVICES ON BEHALF OR AT THE INSTRUCTION OF, HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.**

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE. COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

COMPANY RESERVES THE RIGHT, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT AT COMPANY’S DISCRETION. YOUR CONTINUED USE OF ANY PART OF THE WEBSITES OR ANY SERVICE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES TO THIS AGREEMENT. YOU SHOULD REVIEW THIS AGREEMENT PERIODICALLY TO DETERMINE IF ANY CHANGES HAVE BEEN MADE. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO <https://panosoft.com/terms-of-use/>

2. ACCESS TO THIS SITE. To access this Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide will be correct, current, and complete. If Company believes the information you provide is not correct, current, or complete, Company has the right to deny access to this Site, or to any of its resources, and to terminate or suspend your access at any time.

2.1. Subscription. Your subscription to Company’s Websites is subject to the membership plan as detailed on the invoice sent to you by Company and will automatically renew until terminated. Company may offer a number of membership plans, including special promotional plans. To access this Site, Site resources, links or other content, you must have internet access, a device capable of running the Company Websites, and provide Company with one or more Payment Methods. “Payment Method” means a current, valid, accepted method of payment, as may be updated from time to time.

2.2. Billing and Cancellation.

2.2.1. Billing. The subscription fee for the use of Company’s Websites or any other charge you may incur in connection with your use of the Websites or service contained therein, such as taxes and possible transaction fees, will be charged on an annual basis to your Payment Method on or around the anniversary of the Effective Date until your subscription is cancelled. Subscription fees are fully earned upon payment. In the event that you provide a Payment Method that is declined or no longer available to Company for payment of your subscription fee, you shall remain responsible for any uncollected

SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, Company may suspend your access to the service until Company have successfully charged a valid Payment Method.

2.2.2. Cancellation. You may cancel your Company subscription at any time, and you will continue to have access to the Company Websites through the end of your annual billing period. Company does not provide refunds or credits unless expressly authorized by a Company representative. To cancel, contact your Company representative and follow the instructions provided.

2.2.3. Changes to the Price and Subscription Plans. Company reserves the right to change its subscription plans or adjust pricing for its service or any components thereof in any manner and at any time as it may determine in its sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following Company’s notice to you.

3. APPLICABLE USE OF SITE. All Users must abide by this Agreement. If a User fails to follow any of the terms or conditions of this Agreement or any other applicable guidelines and/or rules of behavior, Company can immediately suspend and/or discontinue your ability to use the Site. In addition, Company has the right to delete any piece of content or material, comment, as well as any topic or profile that the Website finds objectionable, in its sole reasonable discretion. You alone are totally responsible for any activity that takes place on the Company’s Websites under your Website account. If you become aware of any unauthorized use of your username and/or password, it is your responsibility to notify the Company immediately. It is up to you to maintain the confidentiality of your password and username.
4. NO CO-BRANDING OR FRAMING. You may not use or authorize any party to co-brand or frame any Company Websites without the express prior written permission of an authorized representative of Company in each instance. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. For purposes of these Terms of Use, “framing” refers to displaying any Company webpage within a bordered area of another website, regardless of whether the address of the originating Company Website is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Company.
5. NO UNLAWFUL ACCESS. You agree that you will not use Company’s Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party’s use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.
6. USE LIMITATION. You agree not to, without the express prior written consent of Company: (a) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Content or any service provided by the Site that you do not own, (b) use the Content or any services provided by the Site that you do not own, or (c) provide access to the Content or any service provided by the Site that you do not own.

SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

7. **PROPRIETARY INFORMATION.** All content found on the Company Websites (the “Content”) is considered the copyrighted and trademarked intellectual property of Company, or of the party that created and/or licensed the Content to Company. No rights or title to any of the Content contained on any Company Website shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use the Content in any unauthorized way, without the prior written consent of Company in each instance, except that you may print out and/or save one copy of your Content.
8. **SUBMISSIONS.** As a User, you may be able to upload and post a great variety of content, including but not limited to text, audio, video, photographs, graphics, and other materials (“Content”). This means that you have sole responsibility, and not the Company, for all Content that you upload, post, email, transmit, or otherwise make available through the Case Management Services, and to make sure that you are in compliance with the proper Use of the Case Management Services as set forth in Section 10 of the Agreement relating to such Content. Any Content that you write, post, upload, or link to on a Company Website is entirely your responsibility. The Company shall have no liability of any kind with respect to any Content posted by you or other Users through the Case Management Services. You agree that you must assess and bear all risks associated with your use of any Content. In this regard, you may not rely on any Content created by other Users or otherwise created, distributed, and displayed on any part of the Case Management Services. The Website does not control or monitor the Content posted via the Case Management Services and, as such, does not guarantee the accuracy, integrity, or quality of such Content. You hereby grant Company a perpetual, world-wide, royalty free, license to use your Content to the extent necessary to provide the Case Management Services. In using your Content in providing the Case Management Services to you, Company will take reasonable efforts to keep all Content confidential.
9. **THIRD-PARTY WEBSITES.** The Website may provide, or other parties including Website Users may provide, links to other World-Wide Websites or resources which are not maintained by, or related to, the Website. Links to such sites are provided as a service to our Users and are not sponsored by, endorsed, or otherwise affiliated with the Website or the Company. The Website has no control over these sites and any content thereon and makes no representations or warranties about the content, completeness, quality or accuracy of any such third-party website. Therefore, you acknowledge and agree that the Website is not responsible for the availability of such links, and that the Website and the Company do not endorse and are not responsible or liable for any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that the Website and the Company are not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by or in relation to the use of any content, goods, or services offered through these links or any failures and/or disruption to your computer system that may result from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. YOU AGREE THAT IF THE WEBSITE REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED, AND IF YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING THE REQUEST TO DISABLE, THE WEBSITE HAS THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.

SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

10. USE OF COMPANY SERVICES. Company’s Websites may contain data storage and collection forms, data organization materials, case management materials, forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, “Case Management Services”). You agree to use the Case Management Services only to post, send, and receive content and messages that are considered proper and related to the particular Case Management Service. Among other actions, when using a Case Management Service, you agree that you will not post, send, submit, publish, or transmit in connection with this Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (i) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (iii) is vulgar, obscene, pornographic, incendiary, or indecent;
- (iv) threatens or abuses others;
- (v) is libelous or defamatory towards others;
- (vi) is racist, abusive, harassing, threatening or offensive;
- (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (xi) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- (xii) solicits funds, advertisers or sponsors for any purpose;
- (xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;

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(xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Site;

(xv) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;

(xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Site and/or any networks connected to this Site; or

(xvii) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Case Management Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action made by Company or such third party with respect to any submission.

You acknowledge that the Website may or may not pre-screen materials uploaded to the Case Management Service or Site, yet the Website and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Website in its sole discretion.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Case Management Services (or any part thereof) with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Case Management Services.

WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE WEBSITE SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF CASE MANAGEMENT SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, THE WEBSITE CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE WEBSITE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

11. **RIGHT TO TERMINATE ACCESS.** Company reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Company reserves the right to terminate your access to any or all of the Case Management Services at any time without notice for any reason whatsoever.
12. **DISCLOSURE UNDER LAW.** Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Company may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal processes, respond to claims that

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the Content violates the rights of third parties, or to protect the rights, property or personal safety of the Website, its Users or the public.

13. PERSONALLY IDENTIFIABLE INFORMATION. Personal and certain other information is subject to the Website’s Privacy Policy. As a condition of using the Communication Services you agree to the terms of the Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated herein by reference, is located at <https://panosoft.com/privacy-policy/>.

You agree that your use of any Communications Service is subject to the Privacy Policy.

14. DISCLAIMER & LIMITATIONS ON LIABILITY. You understand that Company cannot and does not guarantee or warrant that files available for downloading from the Company Websites will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s) and network(s), and that you will maintain adequate means of backup of your personal data, external to this Website. Company further disclaims any responsibility to ensure that the Content located on its Websites is necessarily complete and up-to-date.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS”, “AS AVAILABLE, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY COMPANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND COMPANY MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST

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BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

15. **INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”)** HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS’ FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.

16. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, “Intellectual Property”) appearing on this Site are the property of Company or the party that provided the Intellectual Property to Company. Company and any party that provides Intellectual Property to Company retain all rights with respect to any of their respective Intellectual Property appearing in this Site and do not transfer at any time to user and/or any other third party. All contents of Company’s Websites are: Copyright © 2018 Panoramic VetPro, Inc.

17. **COPYRIGHT INFRINGEMENT.** If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company’s copyright agent (as designated herein) all of the written information specified below. Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Company’s Copyright Agent for notice of claims of copyright infringement on its Websites can be reached as follows:

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Copyright Agent:

Office of General Counsel Panosoft Systems Attn: Copyright Agent,

170 West Tasman Drive, San Jose, CA 95134

e-mail: DMCAagent@panosoft.com

18. SECURITY. Any passwords used for the Company Websites are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Company may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD COMPANY HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

19. DISPUTES. If there is any dispute about or involving these Terms of Use, the Company Websites, Company services, and/or any Case Management Services, you agree that any dispute shall be governed by the laws of the State of California, notwithstanding any principles of conflicts of law. You specifically consent to personal and exclusive jurisdiction by and venue in the State and Federal courts of California in connection with any dispute between you and Company arising out of or involving this Agreement, the Website and/or any Case Management Services.

20. FREE TRIAL OFFER. By participating in this free trial ("Trial") of the Panoramic VetPro, Inc. SaaS Application ("VetPro"), you agree to be bound by our Terms of Use and the following terms ("Trial Terms"), provided that in the event of a conflict with any subsection in the Terms of Use, the Trial Terms shall govern over the conflicted subsection. The Trial period will be for 90 days from the date you activate the Trial. The Trial applies to new VetPro customers only who elect to sign up for the 90-Day Trial subscription option when signing up to a new VetPro service package. All other VetPro paid services, including but not limited to: Payments for VetPro or Panoramic Software, Inc. services, subscription upgrades, additional or add-on subscription services, data conversion Services, setup fees, and other custom services provided by Panoramic VetPro, Inc are not eligible for the Trial offer. AT THE END OF THE 90 DAY TRIAL PERIOD, YOU WILL NO LONGER HAVE ACCESS TO ANY DATA YOU ENTERED OR UPLOADED DURING THE TRIAL PERIOD AND ANY ORGANIZATION OF SUCH DATA YOU MADE USING VETPRO WILL BE PERMANENTLY LOST UNLESS YOU UPGRADE TO A PREMIUM ACCOUNT PRIOR TO THE

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EXPIRATION OF THE TRIAL PERIOD. Panoramic VetPro, Inc., in its sole discretion, reserves the right to make any modifications, changes, terminations, and/or cancellations at any time to the VetPro SaaS Application, the free trial offer, and/or any other services or products it provides.

21. MISCELLANEOUS

1. If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of Company’s Websites.
3. These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to Company’s Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. Company may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
4. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of the Company.
5. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Please report any violations of this Agreement to the Company support@panosoft.com If you have any questions regarding this Agreement, please contact us at support@panosoft.com .

This Terms of Use Agreement was last revised on 4-9-19

PANORAMIC SOFTWARE, INC. – PRIVACY POLICY

1. INTRODUCTION

The following describes the Privacy Policy, effective September 18, 2018, for Panoramic Software, Inc. and its subsidiaries, affiliates, and assigns (“We” or “PanoSoft”), which contains four separate sections as follows:

- This Introduction;
- Panosoft’s Online Privacy Policy, which addresses the privacy practices applicable to usage of the Panosoft’s websites;

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- Panoramic VetPro, Inc.’s SaaS application privacy practices applicable to information processed by such entity in its role as a software as a service provider;
- A General Section, which applies to all of our privacy policies.

Panosoft respects individual privacy. Panosoft strives to collect and use personal information in a manner consistent with the laws of the countries in which it does business. If you have questions or concerns regarding this Policy, you should first contact: support@panosoft.com.

Legal Disclaimer

We may disclose Personal Information when required by law or regulation or in the good faith belief that such action is necessary in order to conform to the edicts of the law, comply with legal mandates, or to protect the rights, property, or personal safety of Panosoft, its employees, users and the public.

2. PANOSOFT ONLINE PRIVACY POLICY

This Online Privacy Policy covers use of the site www.panosoft.com and our on-line customer site available only to clients of Panosoft. All information you disclose to us on this website or on our on-line customer site is subject to our Online Privacy Policy. With respect to data received through its websites, Panosoft will, comply with the following:

We may use personal information we obtain relating to you, including but not limited to your name, mailing address, phone number and email address, for the purposes of contacting you, conducting internal business research.

Registering On-line

In order to use a Panosoft Website, you may first need to complete a registration form and/or create a user name and password. During registration, you may be required to give contact information (such as name, phone number and email address). This information may be used to contact you about our services.

Marketing and other activities

When registering on a Panosoft Website, you may have the option of receiving different communications from Panosoft. These may options include promotional information, press releases and newsletters. From time to time we may send our visitors and/or clients e-mail messages with new site feature announcements, enhancements, maintenance information and general updates. We provide you the opportunity to ‘opt-out’ of having your personally identifiable information used for certain purposes, when we ask for this information. If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or you may contact us at: (877) 558-8526, email us at: support@panosoft.com, or send written notification to the attention of Panosoft, 32932 Pacific Coast Highway #14-482 Dana Point, CA 92629. We communicate with users on a regular basis to provide requested services and in response to issues relating to your account via email or phone.

From time to time we collect and store information generated through use of our on-line services. We may use some of this information in the aggregate for marketing research, such as, for example, in compiling statistics on Panosoft’s website visitors and in assessing clients’ business needs. We may

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create standard usage logs through our web server, such as IP address, browser type, and access times. We use our web server to recognize your domain name and track your use of any Panosoft website.

We may request certain information from you (such as your name, address, telephone number, e-mail address or business requirements) to help us evaluate our site traffic and overall usage, improve our on-line services, and build better websites. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why. We may post customer testimonials on our web site which may contain personally identifiable information such as the customer's name. We obtain the customer's consent prior to posting the testimonial. If you wish to request the removal of your testimonial you may contact us at the information below.

Panoramic Software, Inc. is the sole owner of the information collected on www.panosoft.com.

Links to Other Sites

This Web site may contain links to other sites that are not owned or controlled by Panosoft. Please be aware that we, Panosoft, is not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information. This Privacy Policy applies only to the information collected by our Web site.

Order Processing

If you purchase services from us, we request certain personally identifiable information from you on our order form. You must provide contact information (such as name, email, and address) and financial information (such as credit card number, expiration date). We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you. This information is also used to send you updates on the product or service you purchased. Panosoft uses third parties to process the credit card transactions. The billing information is not stored on Panosoft's servers.

Maintenance of Data and Passwords

For our web systems on which you have a user account, you have access to your information to update and maintain your profile. It is solely your responsibility to maintain the confidentiality of your password. If you believe your password has been compromised, please contact: support@panosoft.com. If your personally identifiable information changes, you may correct, update, delete or deactivate it by emailing: support@panosoft.com. Panosoft will respond to your request within thirty (30) days of receiving the request. Your account may be active for as long as needed to provide you services and comply with our legal obligations, resolve disputes, and enforce our agreements.

Security

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. When you enter sensitive information (such as a personally identifiable information) on our platform, we encrypt the transmission of that information using secure socket layer technology (SSL). No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable

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means to protect your personal information, we cannot guarantee its absolute security. If you have any questions about security on our Web site, you can send email us at support@panosoft.com.

Cookies and Google Analytics

We may use cookies on this site. A cookie is a small text file that is stored on a user’s computer for record-keeping purposes. We do not link the information we store in cookies to any personally identifiable information you submit while on our site. We use both session ID cookies and/or persistent cookies. We use session cookies to make it easier for you to download documents and run reports on the site. A session ID cookie expires after a short period of time, typically 4 hours. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser’s “help” file. Our web analytics product uses cookies to track page views and visitors on the site. This information is only used to analyze the traffic on our websites by Panosoft. This information is not tied to personally identifiable information. If you reject cookies, you may still use our site, but your ability to use some areas of our site, such as document downloads will be limited. The Panosoft websites use Google Analytics, a web analysis service of Google Inc. (“Google”) Google Analytics uses “cookies”, text files, which will be saved on your computer and which allow an analysis of your use of the website. The information provided by the cookie concerning your use of the website (including your IP-address) will be transferred to a Google server in the United States and saved there. Google will use this information to analyze your use of the website, to compile reports about the website activities for the website operator and to provide additional services concerning the website and internet utilization. Google may transfer this information to third parties, if this is a legal requirement or if third parties are commissioned by Google to process the information. Google will in no event connect your IP-address with other Google data. You can prevent the installation of cookies with the relevant browser software setting; however, in this case you may not be able to use all the functions on this website to the full extent. Through use of the Panosoft websites, you agree to the processing of your data by Google in the way described above and for the purpose stated above.

California Do Not Track Disclosure

Panosoft does not track its customers over time and across third party website to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third-party sites to keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your web browser should allow you to set the DNT signal on your browser so that third parties (particularly advertisers) know you do not want to be tracked.

Changes to this Policy

We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this Policy, we will notify you here, by email, or by means of a notice on our home page so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

3. Panoramic VetPro, Inc. SOFTWARE AS A SERVICE (SaaS) Application

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Panosoft provides our customers with applications that facilitates many Veteran Case Management software related services, including but not limited to the subsidiary SaaS system commonly referred to as VetPro and operated by Panormic VetPro, Inc. These applications are not a part of our corporate web site. Panosoft serves as a Data Processor for the clients who use these applications. More specifically, Panosoft does not own the information that is submitted to our applications. The information that is submitted to our applications will be subject to our clients’ privacy policies. The following information discloses how information is submitted via our applications and how we handle the information for our clients who are the owners of this data. Panosoft and its subsidiaries, affiliates, and assigns are a leading end-to-end provider of software, proprietary content, services and process outsourcing that enable organizations to more effectively serve the needs of United States Veterans. This Privacy Policy applies as indicated throughout this Privacy Policy and to the transfer of personally identifiable information (“Personal Information”) received by Panosoft in any format through its hosted software, whether supplied directly by Panosoft customers or by employees or users of the hosted software anywhere in the world.

Notice/Use of Personal Information

Because it supplies a hosted system, Panosoft operates as a data processor for its customers. Panosoft’s customers act as data controllers. Individual users involved in Veteran case management activities may interact directly with Panosoft’s customers rather than with Panosoft. Panosoft provides its customers with the option of disclosing their relationship with Panosoft by providing notice to individual veteran seeking the assistance of the customer regarding the Panosoft technology that they use. Panosoft maintains only that Personal Information which its customers have asked Panosoft to process. It is the Panosoft customer’s responsibility to ensure that the data the customer collects can be legally collected in the country and state of origin. The Panosoft customer is responsible for giving its employees, applicants and users the appropriate level of notification that Personal Information is being collected and maintained.

Notification of Changes/Choice

Panosoft will maintain Personal Information in accordance with this Privacy Policy. If Panosoft decides to change this Policy, Panosoft will post the changes on this page so our customers and/or their employees, applicants and users are aware of what Personal Information Panosoft processes, how Panosoft uses it, and under what circumstances, if any, Panosoft discloses it. If at any point Panosoft decides to retain or use Personal Information in a different manner, Panosoft will notify its customers by way of email or by posting a notice on Panosoft’s website for at least 30 days prior to the change in use. Customers, in turn, are responsible for their users and providing them a choice as to whether or not Panosoft uses their Personal Information in this revised manner.

Onward Transfer

Panosoft is a domestic California corporation operating in the United States of America. We have developed data practices designed to assure Personal Information is appropriately protected. In addition, we may employ other companies and individuals to perform functions on our behalf. If we disclose Personal Information to a third party or to Panosoft employees outside of the United States, we will ensure that such party has agreed to abide by the principles of this policy, or can otherwise assure adequate protection of such Personal Information.

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Data Integrity

Panosoft will use Personal Information only in ways compatible with the purpose for which it was collected or authorized by our customers.

Security

Panosoft is committed to ensuring the security of the Personal Information that it processes. To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of Personal Information, Panosoft has adopted appropriate physical, electronic, and managerial procedures to safeguard and secure the Personal Information we process. Panosoft strives to protect the privacy of the Personal Information it processes, and inadvertent disclosure is unlikely. In the event of such an inadvertent disclosure, Panosoft will take all commercially reasonable steps to limit and remedy the disclosure. However, Panosoft cannot guarantee that unauthorized third parties will never be able to defeat those procedures or use Personal Information for improper purposes.

Access/Correction

In most cases, when Panosoft collects Personal Information, it does so on behalf of another company, state, local, or other government agency (as an agent or data processor). To request access to, correction, amendment or deletion of this Personal Information, a user should contact the company or agency to which the data was provided.

Oversight/Enforcement

Panosoft has a Privacy Officer who is responsible for Panosoft’s compliance with and enforcement of this Policy. Panosoft’s Privacy Officer is available to any of its employees, customers, vendors, business partners, or others who may have questions concerning this Policy or data security practices. Panosoft’s Privacy Officer may be contacted by email to: jeff@panosoft.com. Panosoft has agreed to cooperate with Data Protection Authorities. Any questions, comments or complaints about the data practices (including, without limitation, compliance with data privacy principles of notice, choice, onward transfer, access, security, data integrity, or enforcement) of a hosted software customer for which Panosoft processes data should be addressed to that customer.

4. GENERAL COOKIES AND LINKS TO OTHER SITES

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SUBSCRIBER AND TERMS OF USE AGREEMENT FOR “VETPRO” SAAS APPLICATION

Children’s Privacy

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UPDATED: February 14, 2019



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Authorize the County Judge to execute the First Amendment for a time extension to the Contract between Hays County and Vista Planning and Design for work on Sentinel Peak Preserve Master Plan Phase 2 A&B. **SHELL**

Summary

On or about March 3, 2020, the Court approved an agreement with Vista Planning & Design to create a Master Plan to convey a planning strategy for the development of El Ranch Cima now known as Sentinel Peak Preserve. In November 2023, the Court approved a Professional Services Agreement for the next phase of the project to explore the master agreement concepts in greater detail to include features along or near the river front, visitor receiving area(s) and overlook sites uphill from the river, as well as signage, lighting and other improvements along the access road(s) to the Preserve. This amendment is just for a time extension. No additional funds are required.

Attachments

First Amendment to PSA

FIRST AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND VISTA PLANNING & DESIGN

This 1ST Amendment to the Contract executed on or about November 23, 2021 between Hays County, a political subdivision of the State of Texas (herein referred to as "County"), and Vista Planning & Design (herein referred to as "Contractor") is hereby effective September 19, 2023. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4 DURATION

All prior Duration terms are replaced with:

This Contract will terminate on September 30, 2024. In the event that the Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

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

This 1st Amendment to the Contract is hereby effective September 19, 2023, as is evidenced by the authorized signatures of the Parties, below.

CONTRACTOR



VISTA PLANNING & DESIGN
MITCHELL WRIGHT
OWNER

COUNTY

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a \$15.00 monthly weight report fee for each location, Driftwood and Wimberley.
SMITH/SHELL/T.CRUMLEY

Summary:

On November 5, 2019, the Commissioners Court approved a contract with Texas Disposal Systems for Hauling Solid Waste as a result of formal solicitation IFB 2020-B02.

Countywide Operations is requesting to add the weight report fee to each monthly bill for both the Wimberley and Driftwood locations. The weight report shows the diversion of the cardboard and paper that is being received from both of the recycling centers and is used for reporting purposes.

Fiscal Impact:

Amount Requested: \$360.00

Line Item Number: 001-716-00.5452

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, Invitation for Bid 2020-B02, Hauling Solid Waste

G/L Account Validated Y/N?: Yes, Trash Hauling

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) IFB 2020-B02 - Contract Amendment 2

Second Amendment to the Hauling Solid Waste Contract (IFB 2020-B02 Hauling Solid Waste)

1. This Second Amendment to the Hauling Solid Waste Contract (the “Second Amendment”), attached as *Exhibit “A”* and executed November 5, 2019, is made this 19th day of September 2023, by and between **Hays County, Texas (“Client”)** and **Texas Disposal Systems, Inc. (“Contractor”)**. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

2. Addition of Fees:

- Weight Report: (\$15.00 per location)
 - For the Driftwood and Wimberley location
 - The Weight Report shows the diversion of the cardboard and paper that is coming from both the recycling centers.

3. Except for the above modifications set forth in this Second Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

TEXAS DISPOSAL SYSTEMS, INC.

By: Stefanie Quimby

Printed Name: Stefanie Quimby

Title: Governmental Sales Representative

Dated: 9.13.2023

ATTEST: _____

Elaine Cardenas
Hays County Clerk

Exhibit A
IFB 2021-B12 Countywide Dumpsters Contract

Exhibit B
First Amendment to the Countywide Dumpster Contract



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve contract change orders for Diamondback Landscaping and Lawn care, Inc. (\$20,021.10) pursuant to IFB 2023-B13 for additional scope of work for the Courthouse Grounds Renovation Project. **INGALSBE/T.CRUMLEY**

Summary:

Diamondback Landscaping and Lawn Care, Inc. submitted contract change order 1 in the amount of \$20,021.10 for additional irrigation installation and repairs, increase in contract 13%.

Fiscal Impact:

Amount Requested: \$20,021.10

Line Item Number: TBD

Budget Office:

Source of Funds: Hays County/City of San Marcos TIRZ #5

Budget Amendment Required Y/N?: TBD

Comments: Project change order will need to be budgeted once funding agreement with the City of San Marcos is finalized.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2023-B13

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD once funding agreement with City of San Marcos is finalized.

Comments:

Attachments

Diamondback Landscaping - Change Order

Diamondback Landscaping & Lawn Care, Inc.

Invoice

EIN#74-2723064
294 Hidden Farms Drive
San Marcos, TX 78666-2125
#512-392-3808

Date	Invoice #
8/4/2023	56325

Bill To
HAYS COUNTY CHRIS DEICHMANN 712 S. STAGECOACH TRAIL SAN MARCOS, TEXAS 78666

P.O. No.	Terms	Project
COURTHOUSE R...	30 days	

Quantity	Description	Rate	Amount
	IRRIGATION SERVICE TECH LABOR - COURT HOUSE RENOVATIONS START DATE 5-31-2023		
2	RAINBIRD 1-1/2" VALVE ZONE 10 & 20	117.30	234.60
4	SPRAY HEAD	16.50	66.00
8	IRRIGATION SERVICE TECH LABOR TO DO REPAIRS AND LOCATE A WIRE BREAK (4 MEN)	185.00	1,480.00
	SPRINKLER REPAIR 6/1/23 (3/4" LINE BREAK)	0.00	0.00
1	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	125.00
	PIPE AND FITTINGS	35.00	35.00
	SPRINKLER REPAIR 6/5/23 (2- 3/4" LINE BREAKS, 2 SPRAY HEADS, 6" DRAIN LINE REPAIR)	0.00	0.00
3	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	435.00
	PIPE AND FITTINGS	90.00	90.00
2	SPRAY HEAD	16.50	33.00
	PIPE AND FITTINGS (6" DRAIN PIPE)	145.00	145.00
	SPRINKLER REPAIR 6/6/23 (1-3/4" LINE BREAK, 2 SPRAY HEADS,	0.00	0.00
1	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	125.00
2	SPRAY HEAD	16.50	33.00
	PIPE AND FITTINGS	35.00	35.00
	SPRINKLER REPAIR 6/14/23 (2- 1/2" LINE REPAIRS, 4- 3/4" LINE REPAIRS, 2- 1" LINE REPAIRS, 1- 11/4" LINE REPAIR, 5 SPRAY HEADS AND 1 ROTOR	0.00	0.00
8.5	IRRIGATION SERVICE TECH LABOR (4 MEN)	185.00	1,572.50
	PIPE AND FITTINGS	405.00	405.00
1	HUNTER PGP ROTOR	16.50	16.50
5	SPRAY HEAD	16.50	82.50
	SPRINKLER REPAIR 6/19/23 (2- 1/2" LINE REPAIRS, 3- 3/4" LINE REPAIRS, 2- 1" LINE REPAIRS, 10 SPRAY HEADS, PIPE AND FITTINGS)	0.00	0.00
7.5	IRRIGATION SERVICE TECH LABOR (4 MEN)	185.00	1,387.50
10	SPRAY HEAD	16.50	165.00
THANK YOU, TOBY		Total	

Diamondback Landscaping & Lawn Care, Inc.

Invoice

EIN#74-2723064
294 Hidden Farms Drive
San Marcos, TX 78666-2125
#512-392-3808

Date	Invoice #
8/4/2023	56325

Bill To
HAYS COUNTY CHRIS DEICHMANN 712 S. STAGECOACH TRAIL SAN MARCOS, TEXAS 78666

P.O. No.	Terms	Project
COURTHOUSE R...	30 days	

Quantity	Description	Rate	Amount
	PIPE AND FITTINGS	295.00	295.00
	SPRINKLER REPAIR 6/20/23 (1- 1/2" LINE REPAIR, 2- 3/4" LINE REPAIR, 1-1" LINE REPAIR, 1-1 1/4" LINE REPAIR, 1 SPRAY HEAD, PIPE AND FITTINGS)	0.00	0.00
3	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	435.00
1	SPRAY HEAD	16.50	16.50
	PIPE AND FITTINGS	150.00	150.00
3.5	IRRIGATION SERVICE TECH LABOR TO LOCATE AND REPAIR A WIRE BREAK (3 MEN)	145.00	507.50
	SPRINKLER REPAIR 6/21/23 (2- 1 1/2" VALVES, PIPE AND FITTINGS)	0.00	0.00
2	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	290.00
2	RAINBIRD 1-1/2" VALVE (ZONES 10 & 20)	117.30	234.60
	PIPE AND FITTINGS	75.00	75.00
4	IRRIGATION SERVICE TECH LABOR TO LOCATE AND REPAIR WIRE FOR ZONE 17 & 10 (3 MEN)	145.00	580.00
	ADD A ZONE (2)	360.00	360.00
	PIPE AND FITTINGS FOR ZONE ADDITIONS	75.00	75.00
	SPRINKLER REPAIR 6/26/23 (ZONE 3 LAT LINE REPAIR. 3 BROKEN WIRES)	0.00	0.00
5	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	725.00
	PIPE AND FITTINGS	265.00	265.00
9	SPRAY HEAD	16.50	148.50
	WIRE, CONNECTORS, ETC.	65.00	65.00
	SPRINKLER REPAIR 7/7/23	0.00	0.00
5	SPRAY HEADS	16.50	82.50
	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	125.00
	SPRINKLER REPAIR 7/8/23 (2- 3/4" LINE REPAIR, 1 - 1" LINE REPAIR, 1 1/2" LINE REPAIR, 2 ROTOR REPLACE, 9 SPRAYS REPLACED, 4 VALVE BOXES,	0.00	0.00
8	IRRIGATION SERVICE TECH LABOR (4 MEN)	185.00	1,480.00
	PIPE AND FITTINGS	210.00	210.00
9	SPRAY HEAD	16.50	148.50
THANK YOU, TOBY		Total	

Diamondback Landscaping & Lawn Care, Inc.

Invoice

EIN#74-2723064
294 Hidden Farms Drive
San Marcos, TX 78666-2125
#512-392-3808

Date	Invoice #
8/4/2023	56325

Bill To
HAYS COUNTY CHRIS DEICHMANN 712 S. STAGECOACH TRAIL SAN MARCOS, TEXAS 78666

P.O. No.	Terms	Project
COURTHOUSE R...	30 days	

Quantity	Description	Rate	Amount
2	HUNTER PGP ROTOR	16.50	33.00
4	VALVE BOX	36.90	147.60
	SPRINKLER REPAIR 7/9/23 (BROKEN MAIN LINE REPAIR)	0.00	0.00
4	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	580.00
	PIPE AND FITTINGS	120.00	120.00
	SPRINKLER REPAIR 7/19/23 (1- 1/2" LINE REPAIR, 1- 3/4" LINE REPAIR, 3- 1" LINE REPAIR, 1- 1 1/4" LINE REPAIR, 18 SPRAY HEADS, 2 1-1/2" VALVES STATION 14 & 6	0.00	0.00
7	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	1,015.00
18	SPRAY HEAD	16.50	297.00
	PIPE AND FITTINGS	425.00	425.00
2	RAINBIRD 1-1/2" VALVE STATION 14 & 6	117.30	234.60
	SPRINKLER REPAIR 7/20/23 (2" REPAIR.)	0.00	0.00
3	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	375.00
	PIPE AND FITTINGS	90.00	90.00
2	VALVE BOX	36.90	73.80
	SPRINKLER REPAIR 7/24/23 (1- 1/2" LINE REPAIR, 1- 3/4" LINE REPAIR, 1- 1" LINE REPAIR, 7 SPRAY HEAD)	0.00	0.00
4	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	580.00
7	SPRAY HEAD	16.50	115.50
	PIPE AND FITTINGS	125.00	125.00
	SPRINKLER REPAIR 7/25/23 (4 SPRAY HEADS)	0.00	0.00
1	IRRIGATION SERVICE TECH LABOR	90.00	90.00
4	SPRAY HEAD	16.50	66.00
	SPRINKLER REPAIR 7/26/23 (4 ROTORS I-25)	0.00	0.00
1	IRRIGATION SERVICE TECH LABOR	90.00	90.00
4	HUNTER ROTOR 1-25	16.50	66.00
THANK YOU, TOBY		Total	

Diamondback Landscaping & Lawn Care, Inc.

Invoice

EIN#74-2723064
294 Hidden Farms Drive
San Marcos, TX 78666-2125
#512-392-3808

Date	Invoice #
8/4/2023	56325

Bill To
HAYS COUNTY CHRIS DEICHMANN 712 S. STAGECOACH TRAIL SAN MARCOS, TEXAS 78666

P.O. No.	Terms	Project
COURTHOUSE R...	30 days	

Quantity	Description	Rate	Amount
	SPRINKLER REPAIR 7/28/23 (1- 1" LINE REPAIR, 1- 3/4" LINE REPAIR, 2 ROTORS)	0.00	0.00
2	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	250.00
2	HUNTER PGP ROTOR	16.90	33.80
	PIPE AND FITTINGS	80.00	80.00
	SPRINKLER REPAIR 7/31/23 (2 ROTORS)	0.00	0.00
0.5	IRRIGATION SERVICE TECH LABOR	90.00	45.00
2	HUNTER PGP ROTOR	16.90	33.80
	SPRINKLER REPAIR 8/1/23 (1-1/2" LINE REPAIR, 1-3/4" LINE REPAIR, 2- 1" LINE REPAIR, 20 SPRAY HEADS)	0.00	0.00
6	IRRIGATION SERVICE TECH LABOR (2 MEN)	125.00	750.00
	PIPE AND FITTINGS	150.00	150.00
20	SPRAY HEAD	16.50	330.00
	SPRINKLER REPAIR 8/2/23 (1-1" LINE REPAIR, 2 SPRAY HEADS)	0.00	0.00
1	IRRIGATION SERVICE TECH LABOR	90.00	90.00
	PIPE AND FITTINGS	35.00	35.00
2	SPRAY HEAD	16.50	33.00
	SPRINKLER REPAIR 8/7/23 (1-1" LINE REPAIR BROKEN UNDER NEW SIDEWALK) REROUTE LINE (2 ROTORS AND TWO SPRAYS)	0.00	0.00
2	IRRIGATION SERVICE TECH LABOR (3 MEN)	145.00	290.00
	PIPE AND FITTINGS	95.00	95.00
2	HUNTER PGP ROTOR	16.50	33.00
2	SPRAY HEAD	16.50	33.00
	SPRINKLER REPAIR 8/9/23 (REPLACE BAD VALVE STATION 11)	0.00	0.00
2	IRRIGATION SERVICE TECH LABOR (3MEN)	145.00	290.00
	RAINBIRD 1-1/2" VALVE	117.30	117.30
	PIPE AND FITTINGS	75.00	75.00
THANK YOU, TOBY		Total	\$20,021.10



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Daphne Tenorio

Sponsor:

Judge Becerra

Agenda Item:

Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (December 31, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code. **BECERRA/TENORIO**

Summary:

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P10) and the County received one response. After review from the committee, the committee recommended rejecting the proposal. On July 31, 2021, Commissioners Court approve the rejection of the proposal.

The Commissioners Court approved specification for RFP 2023-P02 Bank Depository on July 11, 2023. Purchasing received four proposals and the review committee is currently reviewing those proposals. The County is requesting a fourteenth extension with Sage Capital Bank through December 31, 2023, to allow Hays County to review the proposals and secure a new contract. Sage Capital Bank assesses a \$5,000 monthly service charge, as well as letter of credit (LOC) fees which vary based on LOC values.

Fiscal Impact:

Amount Requested: \$5,000 monthly, plus LOC fees
Line Item Number: 001-620-00.5310

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.
G/L Account Validated Y/N?: Yes, Bank Depository Fees
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Contract Extension - 14



OFFICE OF THE COUNTY AUDITOR

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

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

Stephanie Hunt
Assistant County Auditor
Stephanie.Hunt@co.hays.tx.us

September 11, 2023

Sage Capital Bank, N.A.
Gonzales, TX 78629

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on September 30, 2023, and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 92 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on December 31, 2023, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature

Michael W Murphy
Printed Name

Sage Capital Bank
Company

9/12/23
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



AGENDA ITEM REQUEST FORM: **G. 20.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept Delivery of the Quarterly Audit Report for the Fire Marshal Office and the Parks Department for the audit period January 2023 through March 2023. **VILLARREAL-ALONZO**

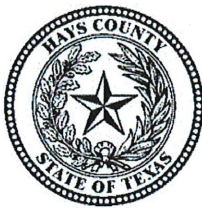
Summary

Quarterly Audit Reports are attached.

Attachments

Fire Marshal

Parks Department



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 12, 2023

Mike Jones

Director of Emergency Services

810 S. Stagecoach Trail, Suite 1200

San Marcos, Texas 78666

Mr. Jones:

The Hays County Auditor's Office has examined the Fire Marshal's Office monthly reports for the months of January 2023 to March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Fire Marshal's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

Marisol Alonzo-Villareal, CPA

County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 6, 2023

Tammy Crumley

Director of County Wide Operations

101 Thermon Drive

San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the Parks Department monthly reports for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Parks Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,

A handwritten signature in cursive script that reads "Marisol Villarreal-Alonzo".

Marisol Alonzo-Villareal, CPA

County Auditor



AGENDA ITEM REQUEST FORM: **G. 21.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Internal Examination report for the District Attorney's Office. **VILLARREAL-ALONZO**

Summary

The Exit Internal Examination report is attached.

Attachments

DA - Exit Internal Examination Report



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 4, 2023

Hays County District Attorney Office

712 South Stagecoach Trail, Ste. 2057

San Marcos, Texas 78666

District Attorney Office:

In accordance with Texas Local Government Code §115.002 and §115.0035, the Auditor's Office performed an internal examination of the Hays County District Attorney's Office to settle the accounts. The scope of the internal examination consisted of all financial and compliance duties and responsibilities of the office during the period of September 1, 2022, to December 31, 2022, under District Attorney Wes Mau.

Based on the internal examination, except for the following findings and recommendations, collections appear to be adequately accounted for and the related records and supporting documentation appear, along with compliance requirements, to be maintained in accordance with statutory requirements under Texas Local Government Code §112.002, §115.002, and §115.0035.

#1 Two State Apportionment monthly reports submitted to the County Auditor were inaccurate.

The November and December 2022 monthly reports overstated the cash balance due to not reducing the cash balance by the outstanding checks written from the account.

	Monthly Report	Reconciled Cash Balance	Difference (Outstanding Checks)
November 30, 2022	\$4,625.26	2,754.87	1,870.39
December 31, 2022	1,187.34	455.86	731.48

Recommendation

The Hays County Auditor's office recommends that the District Attorney's office report the reconciled cash balance on their monthly report to accurately report the balance of cash at month end.

Management Response

"Procedure for the State Apportionment Fund Report will change to reflect the reconciled cash balance to accurately report the balance of cash at month end. All other monthly reports will remain the same."

#2 Cash receipts were deposited to the Treasurer in an untimely manner.

The Hays County Auditor's office noted ten (10) of thirty-six (36) cash receipts tested were deposited to the Treasurer after the fifth business day of allotted timer per Local Government Code §113.022.

Receipt Number	Date Received by D.A.	Date Deposited with Treasurer	Days to Deposit
2022-8486	8/29/2022	9/14/2022	16
2022-8515	9/7/2022	9/15/2022	8
2022-8520	9/7/2022	9/15/2022	8
2022-8638	9/13/2022	9/21/2022	8
2022-8873	9/15/2022	9/30/2022	15
2023-461	10/3/2022	10/21/2022	18
2023-100	10/21/2022	11/4/2022	14
2023-1463	11/4/2022	12/2/2022	28
2023-1888	12/7/2022	12/20/2022	13
2023-17	9/20/2022	10/1/2022	11

Recommendation

The Auditor's office recommends that the District Attorney's Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Local Government Code §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Management Response

"This is no longer an issue as the Criminal District Attorney's office no longer charge for discovery."

We appreciate the cooperation and assistance provided to the Auditor's Office during the internal examination. Please advise us withing fourteen (14) days of the date this letter is received, the status of the corrective action taken on the recommendations reported.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor

mva/sh/lp



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Judge Becerra

Agenda Item

Approve specifications for RFQ 2023-Q01 Public Improvement District (PID) Bond Underwriting Services and authorize Purchasing to solicit for proposals and advertise. **BECERRA/VILLARREAL-ALONZO**

Summary

Hays County (County) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop the public improvement district (PID) bond underwriting services pool with qualified investment banking firms.

Attachments

RFQ 2023-Q01 PID Bond Underwriting Services

Attachment A - Questionnaire



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFQ 2023-Q01 Public Improvement District (PID) Bond Underwriting Services		Date Issued: September 21, 2023	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until: 12:00 p.m. local time October 12, 2023. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFQ must be received in writing no later than 5:00 on September 28, 2023.	
Phone No.: (512) 393-2283			
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):		Contract Amount:
Vendor:			Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:		Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	_____		

	Hays County Judge	Date	
	Hays County Clerk	Date	

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I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

- ____ 1. Solicitation, Offer and Award Form completed and signed
- ____ 2. Proposal
- ____ 3. Vendor Reference Form

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire completed and signed
- ____ 2. Code of Ethics signed
- ____ 3. HUB Practices signed
- ____ 4. House Bill 89 Verification signed and notarized
- ____ 5. Senate Bill 252 Certification
- ____ 6. Debarment & Licensing Certification signed and notarized
- ____ 7. Vendor/Bidder's Affirmation completed and signed
- ____ 8. Federal Affirmations and Solicitation Acceptance
- ____ 9. Related Party Disclosure Form
- ____ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ____ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666
OR
- ____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Qualifications (RFQ)
- 2. Solicitation Number:** RFQ 2023-Q01
Public Improvement District (PID) Bond Underwriting Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
- 5. Deadline for Responses:** In issuing office no later than:
October 12, 2023; 12:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** November 2023: pool Approval
Contracts with work authorizations as needed
- 7. Optional Contract Terms:** 1-year company profile update/review
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than September 28, 2023; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

September 21, 2023	Issuance of RFQ
September 28, 2023	Deadline for Submission of Questions (5:00 PM CT)
October 12, 2023	Deadline for Submission of Statement of Qualifications (SOQs) (12:00 PM CT) Late SOQs will not be accepted.
November 2023	Anticipated Pool Award Date

III. Specifications

A. Introduction

Hays County (County) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to develop a public improvement district (PID) bond underwriting services pool with qualified investment banking firms. As the need arises for PID bond underwriting services, Hays County will choose from this pool of pre-qualified banking firms approved by Commissioners Court. The chosen firm will then negotiate a Bond Purchase Agreement with Hays County to perform the required duties, which must be accepted and approved vis Commissioners Court.

Inclusion of a firm in the public improvement district (PID) bond underwriting services pool is not a guarantee of participation in any future negotiated financings. **Be advised**, the creation of a final “pre-qualification” list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed. The County reserves the right to remove firms from the public improvement district (PID) bond underwriting services pool at any time and to shorten or lengthen the period of time for which the pool is in place. The County also reserves the right to market any or all of its future financings using a competitive sale.

B. Scope of Work

All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. Services may be short duration and fast paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete work within time limits established by the County.

C. Qualifications

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company for municipalities of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Proposal Requirements

All portions of each statement of qualifications shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General. Vendor must deliver their Statement of Qualifications (SOQs) to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Statement of Qualifications (SOQs) shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFQ Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFQ Submittal Checklist, and addenda from Hays County)**

Items that count towards the 20-page limit

- **Profile/Experience of the Company**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.
 - Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
 - Professional Certifications
- **Capacity to Perform**
 - Describe the capacity to perform the Scope of Work activities.
 - Public Improvement District (PID) Bond Underwriting Questionnaire (Attachment A)
- **Appendix materials (any required forms, see RFQ Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The SOQs must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed twenty (20) pages, ten (10) pages front and back, not including the appendix materials.

E. Evaluation Criteria

The award shall be made to the responsible respondents whose qualifications are determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request

for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The Evaluating Committee will evaluate each respondent's SOQs based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- | | |
|--|------------------|
| 1. Experience of the Company | 45 points |
| Demonstrated Firm's experience, experience and qualifications of proposed personnel and references | |
| 2. Capacity to Perform | 45 points |
| Experience with the County, including providing Financing ideas, and capital position and examples of Use in Underwritings | |
| 3. Disciplinary History | 10 points |
| Disciplinary action, investigation or litigation taken against your firm | |

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

F. Submittal Requirements

The Company must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Statement of Qualifications (SOQs):

- One (1) original SOQs with required forms manually signed by the respondent with original signatures
- One (1) digital copy of the full SOQs with all required forms on a thumb drive

Electronic Statement of Qualifications (SOQs):

- Upload SOQs with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original SOQs with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic SOQs (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of SOQs due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING SOQs: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the SOQs, guaranteeing authenticity.

WITHDRAWING OF SOQs: A SOQs may be withdrawn at any time prior to the official opening. After the official opening, SOQs may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All SOQs must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the SOQs.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. Limitations

The awarded company expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQs should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQs.

Underwriter or Individual's Obligation Regarding Evaluation

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each underwriter and/or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQs. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQs.
- b. SUBMITTER REVIEW OF RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses.

Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFQ procedure;
2. extend the RFQ closing time and date;
3. reissue this RFQ in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
9. extend any contract when most advantageous to the County, as set forth in this RFQ.
10. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

H. Pre-Qualified Acceptance into Pool

1. **RFQ.** This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. **SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES.** The SOQ submitted by an underwriter or individual is an indication of the ability of the underwriter or individual to perform the requested services.
3. **AWARD IS ACCEPTANCE.** The selection of an underwriter or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected underwriter.
4. **CONSIDERATION.** Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. **AGREEMENT; EXCEPTIONS.**

- a. Submission of an SOQ is a representation by a submitter that the submitting underwriter or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected underwriter or individual unless and until the County agrees to accept such exceptions.
 - c. The selected underwriter must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected underwriter or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
- a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Underwriter or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Underwriter or Individual.
 - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
7. MISCELLANEOUS.
- a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the underwriter.
 - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from underwriter or individuals, or to allow corrections of errors or omissions.
 - c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
 - d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.
8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:
- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected underwriter or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
 - b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the underwriter for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of a contract or any subcontract hereunder, and the underwriter further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with a contract.
 - c. **Advance Payments.** The County will not make advance payments to a selected underwriter or individual or any third party pursuant to this RFQ or resulting contract.
 - d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected underwriter or individual.
 - e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.

- f. **Limitation of Liability.** The County will not agree to allow the selected underwriter or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected underwriter or individual's attorney's fees or other legal costs under any circumstances.
- h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Qualifications (RFQ)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFQ and negotiated cost proposal.
- d. "Underwriter" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-underwriter" means a person or firm doing business with a Underwriter.

2. FUNDING: Funds for payment on Contracts will be provided through the County budget approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds, and enters into contracts only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in a Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for a Contract for the following fiscal year of County, County may terminate a Contract after giving Underwriter thirty (30) calendar days written notice that a Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Underwriter shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Underwriter and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by the Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666
- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services

and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

- e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

- 5. COUNTY TAXES: If the Underwriter subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the underwriter is delinquent in payment of County property taxes at the time of invoicing, Underwriter assigns any payments to be made for performance under the contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
- 6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Underwriters must pay their suppliers interest if the supplier is not paid within 10 calendar days after the underwriter receives payment. Underwriters must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
- 7. FOB POINT: Delivery of all products under a contract, if any, shall be made Free on Board to final destination, at the address shown in the contract or as indicated on each Purchase Order placed against the contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
- 8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to a contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Underwriter shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
- 9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by a contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in the contract.
- 10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Underwriter shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Underwriter shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Underwriter were an entity bound to comply with these laws.
- 12. CHANGES:
 - a. A Contract may be amended only by written instrument signed by both County and Underwriter. It is acknowledged by Underwriter that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF A CONTRACT OR

OTHERWISE AMEND A CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

- b. Underwriter shall submit all requests for changes to a Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Underwriter's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Underwriter represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Underwriter has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Underwriter's delivery time includes weekends and holidays.
- c. Underwriter certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Underwriter warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of the contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Underwriter must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Underwriter warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Underwriter warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Underwriter further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Underwriter's expense.

14. SUBCONTRACTS:

- a. Underwriter shall not enter into any subcontracts for any service or activity relating to the performance of the Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY UNDERWRITER THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Underwriter must make a "good faith" effort to take all necessary and reasonable steps to insure DBEs maximum opportunity to be subcontractors under a Contract. Underwriter must obtain County approval of all proposed DBE subcontractors through the Purchasing Manager. Failure by Underwriter to make a good faith effort to employ HUBs as subcontractors constitutes a breach of a Contract and may result in termination of the Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to a Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of a Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to the Contract if the assignment or transfer is made in compliance with the provisions of the Contract.
 - c. Underwriter remains responsible for the performance of the Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Underwriter will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of a contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in the contract. If the Underwriter does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Underwriter must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Underwriter's satisfaction, Underwriter may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Underwriter then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under a Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to the Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Underwriter which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of a Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under a Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in a Contract shall not preclude the exercise of any other right or remedy under the Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR CAUSE:** Failure by either County or Underwriter to perform any provisions of a Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the Contract shall not be terminated for default. All notices for corrective action, breach,

default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of the Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the underwriter. At a minimum, Underwriter shall be required to pay any difference in the cost of securing the services covered by the Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under the Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate any Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Underwriter those costs directly attributable to work done in preparation for compliance with the Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Underwriter is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under any Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Underwriter and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Underwriter's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Underwriter and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Underwriter shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all these provisions.
23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Underwriter employs mechanics or laborers to perform work, Underwriter recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Underwriter shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Underwriter further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. CLEAN AIR – CLEAN WATER: The Underwriter under any contract/subcontract agrees as follows:

- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of the contract by the Contracting Local Organization.
- b. That no portion of the work required by a contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. BYRD ANTI-LOBBYING CERTIFICATION: Underwriter certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
- c. Underwriter shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

26. PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Underwriter agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. GRATUITIES: Underwriter shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or

securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of a Contract. County may terminate any Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Underwriter or any agent or representative of the Underwriter, to any County Official or employee with a view toward securing favorable treatment with respect of the contract. If the Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Underwriter at least three times the cost incurred by Underwriter in providing the gratuities.

28. COVENANT AGAINST CONTINGENT FEES: Underwriter represents and warrants that no persons or selling agency has been retained to solicit any Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Underwriter to secure business. For breach or violation of this warranty, County shall have the right to terminate a Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. COUNTY ACCESS: Underwriter shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of a Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. FORFEITURE OF CONTRACT:
- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Underwriter and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
 - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
 - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.
31. UNDERWRITER CLAIMS NOTIFICATION:
- a. If any claim, or other action, that relates to Underwriter's performance under a Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Underwriter, Underwriter shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
 - b. Except as otherwise directed, Underwriter shall furnish to County copies of all pertinent papers received by Underwriter with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred underwriters. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating the Contract for default.
33. **UNDERWRITER LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Underwriter shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Underwriter under the Contract. It is the expressed intention of the Parties to the Contract, both Underwriter and County, that the indemnity provided for in this paragraph is indemnity by Underwriter to indemnify and protect County from the consequences of Underwriter's actions.
34. **CONSTRUCTION OF CONTRACT:**
- a. A Contract is governed by the laws of the United States of America and the State of Texas and all obligations under the Contract are performable in Hays County, Texas. Venue for any dispute arising out of the Contract will lie in the appropriate court of Hays County, Texas.
 - b. If any portion of a Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
 - c. Headings and titles at the beginning of the various provisions of any Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing the Contract.
 - d. When any period of time is stated in a Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in a Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
 - e. Words of any gender in a Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
 - f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to a Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.
35. **ADDITIONAL GENERAL PROVISIONS:**
- a. Underwriter must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to a Contract.
 - b. Underwriter must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
 - c. Underwriter must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Underwriter.
 - d. Despite anything to the contrary in a Contract, if the Underwriter is delinquent in payment of property taxes at the time of providing services, Underwriter assigns the amount of any payment to be made for services provided under the Contract equal to the amount Underwriter is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
 - e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Underwriter must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend a contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and the contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. Any contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in a contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing the contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to any contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of a contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Underwriter.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under a contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Underwriter must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Underwriter's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Underwriter from proceeding with the contract as changed.

38. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the underwriter. If such changes do occur, it will be the responsibility of the underwriter to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

39. INSURANCE AND LIABILITY: During the period of any contract, underwriter shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Underwriter shall;

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal/SOQs.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension (2 CFR 180.220)

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Attachment A
RFQ 2023-Q01: Public Improvement District (PID) Bond Underwriting
Questionnaire

1. Describe your firm's municipal sales, trading and underwriting capabilities for Texas issuers, including details of your firm's institutional and/or retail distribution capabilities as it specifically relates to PIDs. Include the number of municipal bond underwriters, institutional sales force and retail sales force. Provide the location of your firm's public finance headquarters, Texas public finance offices and the location of the primary underwriting desk for the County's financing programs.
2. Provide your firm's current total and net capital positions for the most recent period available. Also provide a statement of how much of the firm's capital is typically utilized to support municipal sales, trading and underwriting engagements in total and in Texas. Describe the internal approval process required, if any, for your firm to commit its capital to underwrite municipal securities.
3. Provide any prior experience your firm/public finance bankers have had underwriting the County's bonds and/or submitting financing ideas or updates to the County.
4. Provide three Texas client references comparable to the County for which your firm served as underwriter for PIDs since January 1, 2020. Provide name, title, address, phone number and email address for each reference. Additionally, indicate your firm's role in the transaction (i.e. senior manager, co-manager, etc.).
5. Summarize your firm's underwriting experience as senior manager or co-manager on Texas PID financings from January 1, 2020 through December 31, 2022 for all Texas transactions and for only Texas county transactions.

	Number of Transactions			Par Amount		
	2020	2021	2022	2020	2021	2022
Senior Manager – PID Texas Issues						
Co-Manager – PID Texas Issues						

6. Provide your firm's approach to underwriting balances at the end of an underwriting period as it relates to PIDs.
7. Describe three Texas transactions in which your firm served as underwriter and successfully demonstrated the following: (i) creative ability, (ii) knowledge and understanding of the Texas municipal financings, (iii) knowledge of municipal market conditions and trends, and (iv) analytical capabilities. Emphasis should be placed on issuers similar to the County.
8. Describe any disciplinary action, investigation or litigation taken against your firm by any federal or state regulatory authorities, including the Municipal Securities Rulemaking Board ("MSRB"), the Securities and Exchange Commission ("SEC") and the Financial Industry Regulatory Authority ("FINRA"), relating to your firm's municipal activities since January 1, 2020. Also describe if your firm has been named in a lawsuit with a municipal issuer during this time. A general response will be deemed non-responsive.
9. Describe any other factors pertaining to your firm's ability to serve as an underwriter that may be relevant to this solicitation.



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budget funds in preparation for the County's Fiscal Year 2023 year-end process. **BECERRA/DORSETT**

Summary:

Budget amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

Fiscal Impact:

Amount Requested: No additional funds required
Line Item Number: Various

Budget Office:

Source of Funds: Various
Budget Amendment Required Y/N?: Yes
Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?:
G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item:

Authorize payment to AMG Print & Mailing in the amount of \$1,015.72 for the Treasurer's Office in which no purchase order was issued as required per County Purchasing Policy. **BECERRA/TENORIO**

Summary:

Invoice Attached

Fiscal Impact:

Amount Requested: \$1,015.72

Line Item Number: 001-620-00.5461

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, Printing Services

New Revenue Y/N?: N/A

Comments:

Attachments

Invoice



4606 N Stahl Park, Suite 106
San Antonio, TX 78217

Invoice

Date	Invoice #
9/7/2023	117843

Bill To
Hays County Auditors Office 712 S. Stagecoach Trail Suite 1071 San Marcos, TX 78666

Ship To

P.O. Number	Terms	Rep	Ship
Daphne Printed Material	Net 30		9/7/2023

Quantity	Item Code	Description	Price Each	Amount
3,000	envelopes	#10 Window ST Daphne	0.102	306.00T
3,000	color envelope prin...	Envelope Printing	0.0365	109.50T
500	envelopes	#10 Regulars ST Daphne	0.09426	47.13T
500	color envelope prin...	Envelope Printing	0.0365	18.25T
1,000	envelopes	#10 Window Compliance	0.09425	94.25T
1,000	color envelope prin...	Envelope Printing	0.0365	36.50T
1,000	envelopes	#10 Regulars Compliance	0.09425	94.25T
1,000	color envelope prin...	Envelope Printing	0.0365	36.50T
1,000	envelopes	#9 Regulars Compliance	0.04936	49.36T
1,000	color envelope prin...	Envelope Printing	0.0365	36.50T
250	business cards	Business Cards Brain	0.12	30.00T
250	business cards	Business Cards Marilyn	0.12	30.00T
500	business cards	Business Cards Debra	0.06	30.00T
500	business cards	Business Cards Daphne	0.06	30.00T
125	printing	Compliance Card Green	0.2496	31.20T
130	paper	#65 11x17 Terra Green	0.18677	24.28T
1,000	cutting	Cutting	0.01	10.00T
4	BINDING	Schrink Wrapping	0.50	2.00T
		Sales Tax	0.00%	0.00

Thank you for your business.

Total

\$1,015.72



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Approve Commissioner Pct 4 to contribute community funds to the following: Dripping Springs Independent School District Education Foundation (\$1,000.00), Hays Independent School District Education Foundation (\$1,000.00), and Foster Village (\$1,000.00). **SMITH**

Summary:

Fiscal Impact:

Amount Requested: \$3,000

Line Item Number: 001-604-00.5353

Budget Office:

Source of Funds: General Fund

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, Community Program Expenses

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement with WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHARDING**

Summary:

This Contract Amendment increases the contract compensation cap by \$40,000.00 from \$355,000.00 to \$395,000.00. This will allow for the execution of Supplemental #4 to Work Authorization #2 which authorizes the development of specifications and form for review and input into TxDOTConnect, the development and updates of a Complex Management Plan for utility coordination scheduling and construction duration schedule, and an increase in the anticipated number of RFIs and shop drawing reviews as part of construction phase services. These efforts will be funded through the 2016 Road Bond Program project number 23-872-035.

Fiscal Impact:

Amount Requested: \$40,000.00

Line Item Number: 035-804-96-872.5621_400

Budget Office:

Source of Funds: Road Bond 2019 Fund (2016 voter approved)

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for professional services.

G/L Account Validated Y/N?: Yes, Engineering Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

US290WatTrautwein-WSB-PSAAmendmnt4

CONTRACT AMENDMENT NO. 4
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
US 290 West at Trautwein Road ("Project")**

THIS CONTRACT AMENDMENT NO. 4 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and WSB & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective September 10, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$355,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$355,000.00 to \$395,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:



By: _____
Signature

Dan Rogers
Printed Name

Principal
Title

9/12/2023
Date


COUNTY:

By: _____
Signature

Printed Name

Title

Date


9/12/2023



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Change Order No. 3 in the amount of \$92,978.49 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHARDING**

Summary:

The requested Change Order increases the not-to-exceed amount by \$92,978.49 from \$365,754.00 to \$458,732.49 as well as amends the Exhibits A & B. This will authorize additional funding required for new efforts associated with two previous time extensions which required additional coordination meetings and exhibits for property owners, County, and TxDOT. The Change Order also proposes to update the billing rates utilizing the CPI rate adjustment equation developed from the U.S. Department of Labor Consumer Price Index (CPI-U). This effort will be funded through the Transportation Department budget.

Fiscal Impact:

Amount Requested: \$92,487.00

Line Item Number: 020-710-00-777.5621_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for professional services.

G/L Account Validated Y/N?: Yes, Engineering Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

RM12atSkylineMntnCrest-BGE-CO3



Hays County Transportation Department Change Order Request Form

Date: 9/13/2023Contract Performance Date: 8/6/2019

Project Name: RM 12 safety improvements near the intersection of Mountain Crest and Skyline

Contract number: 26-777-020

Contractor/Consultant: BGE, Inc.

Change Order Number: 3

Change in Scope Necessitating Change-Order:

Additional funding required for new effort associated with two previous time extensions which required additional coordination meetings and exhibits for property owners, County , and TxDOT. Work category rates are proposed to be updated based on a CPI rate adjustment equation utilizing the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84=100).

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	\$365,754.00
---------------------------	--------------

Net Amount of Previously Authorized Change Order: \$0

Net Amount for this requested change order: **\$92,978.49**

Total Contract Amount with all change orders: \$458,732.49

Original Contract Performance Length: 498 Days

Net previous schedule change orders: 1460 Days

Net Schedule adjustment requested this change order: _____ Days

Total performance days with change orders: 1958 Days

Contractor: John W. Tuley Sign: *[Signature]* Date: 9/13/23

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

Carlos A. Lopez, P.E.
9/13/2023

EXHIBIT A-1
SCOPE OF WORK

FC 130 RIGHT OF WAY DATA

1. Coordination with property Owners

The Engineer shall meet with the property owners to discuss the details of the project and how they project effects their property (5 Parcels). The Engineer shall provide exhibits as needed to discuss the project with the property owners.

FC 163 MISCELLANEOUS ROADWAY

1. Submittal Preparation

The Engineer shall prepare submittal packages for changes to previous submitted 60% plans. Submittal packages shall include: plans portfolio, cross sections, certifications, contract schedule, cost estimate, TxDOT forms (Form 1002, Form 2229, Form 2699), general notes, and additional miscellaneous items.

Deliverables:

- i. 60% resubmittal for TxDOT Review

FC 164 PROJECT MANAGEMENT AND ADMINISTRATION

1. Project Administration

- A. The ENGINEER will prepare correspondence, invoicing and progress reports, on a monthly basis in accordance with current COUNTY requirements and format.
- B. The ENGINEER will maintain routine project record keeping.

2. Progress/Coordination Meetings

- A. The ENGINEER will attend a Kickoff Meeting and interim coordination/progress meetings with the COUNTY as necessary to communicate the development of the project. Meetings include the following:
 - i. Coordination/Progress Meetings Hays County GEC (40 meetings)
 - ii. Coordination/Progress Meetings TxDOT (5 Meetings)

3. Project Schedule Updates

- A. The ENGINEER will prepare and keep updated a project design schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

RATE SCHEDULE

BGE, Inc.	
CATEGORY	RATE
Project Director	\$312.47
Quality Manger	\$270.41
Senior Project Manager	\$264.40
Senior Structural Engineer	\$312.47
Senior Engineer	\$246.37
Project Engineer	\$192.29
Graduate Engineer	\$150.23
Senior Design Technician	\$168.25
Design Technician	\$138.21
Senior CADD Technician	\$132.20
CADD Technician	\$96.14
Clerical	\$96.14
Utility Coordinator	\$150.23
DIRECT EXPENSES	
Postage	Current Postage Rate
Mileage (per mile)	Current Federal Rate
Photocopies B/W (8.5 x 11)	\$0.10
Photocopies B/W (11 x 17)	\$0.30
Photocopies Color (8.5 x 11)	\$1.50
Photocopies Color (11 x 17)	\$2.00
Foam Board Exhibit (36 x 48)	\$50.00
Cardstock Color (8.5 x 11)	\$1.10
Blueline Prints (23 x 36)	\$5.00
Bond Paper Plot (Blueline/Blackline)	\$0.25
Plots (B/W on Bond)	\$0.50
Plots (Color on Bond)	\$1.50
Plots (Color on Photographic Paper)	\$9.00
GPS Rental	\$100.00
GEOKIT	\$45.00
GeoSearch	\$750.00
CD Archive	\$5.00
Lamination	\$3.00

CPI Adjustment Calculation

BASE (1982-84) = 100	100
August 2019 (PSA Execution)	246.953
June 2023 (Proposed)	296.789
Percent Increase	20.18%

PRIME PROVIDER NAME: BGE, INC.

HAYS COUNTY

PROJECT NAME: RM 12 at Mountain Crest/Skyline Drive

EXHIBIT B-1 FEE SCHEDULE

FUNCTION CODE	SUMMARY			
	BGE		TOTAL	
	HOURS	FEES	HOURS	FEES
130	100	\$25,208.00	100	\$25,208.00
163	84	\$16,212.40	84	\$16,212.40
164	215	\$51,558.09	215	\$51,558.09
TOTAL	399	\$ 92,978.49	399	\$92,979.00

EXHIBIT B-1 FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
RIGHT OF WAY DATA (FC 130)														
UTILITY ADJUSTMENT COORDINATION														0
UTILITY COORDINATION														0
UTILITY ENGINEERING INVESTIGATION														0
MEETING WITH PROPERTY OWNERS	40		20											60
PREPARE EXHIBITS			10				15	15						40
HOURS SUB-TOTALS	40	0	30	0	0	0	15	15	0	0	0	0	0	100
CONTRACT RATE PER HOUR	312.47	270.41	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	96.14	
TOTAL LABOR COSTS	\$12,498.80	\$0.00	\$7,932.00	\$0.00	\$0.00	\$0.00	\$2,253.45	\$2,523.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,208.00
% DISTRIBUTION OF STAFFING	40.0%	0.0%	30.0%	0.0%	0.0%	0.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (FC 130)														\$25,208.00

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163)														
TRAFFIC CONTROL PLAN, DETOURS & SEQUENCE OF CONSTRUCTION:														
TCP, SEQUENCE OF CONSTRUCTION NARRATIVE														0
QUANTITIES, SPECIFICATIONS & ESTIMATE:														0
QUANTITY SUMMARIES														0
OPINION OF PROBABLE CONSTRUCTION COSTS														0
CONTRACT TIME DETERMINATION														0
SPECIFICATIONS AND GENERAL NOTES (90%, 100%, FINAL)														0
CERTIFICATIONS, FORMS 1002 & 2229 (90%, 100%, FINAL)														0
CONSTRUCTABILITY REVIEW (90%, 100%, FINAL)														0
PREPARE SUBMITTALS (60% Resubmittal for TxDOT)	2	6	16				20	40						84
	2	6	16	0	0	0	20	40	0	0	0	0	0	84
CONTRACT RATE PER HOUR	312.47	270.41	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	96.14	
TOTAL LABOR COSTS	\$624.94	\$1,622.46	\$4,230.40	\$0.00	\$0.00	\$0.00	\$3,004.60	\$6,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,212.40
% DISTRIBUTION OF STAFFING	2.38%	7.14%	19.05%	0.00%	0.00%	0.00%	23.81%	47.62%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 163)														\$16,212.40

EXHIBIT B-1 FEE SCHEDULE (BGE, INC.)

PRIME PROVIDER NAME: BGE, INC.

TASK DESCRIPTION	PROJECT DIRECTOR	QUALITY MANAGER	SR. PROJECT MANAGER	SR. STRUCT. ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	SR. DESIGN TECH	DESIGN TECH	SR. CADD TECH	CADD TECH	UTILITY COORDINATOR	CLERICAL	TOTAL LABOR HRS. & COSTS
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)														
PROJECT MANAGEMENT PLAN														0
ATTEND KICK-OFF MEETING														0
PROJECT MANAGEMENT & ADMINISTRATION WITH COUNTY GEC (47 MONTHS)	20		60				40							120
PROJECT MANAGEMENT & ADMINISTRATION WITH SUBS			20											20
PROGRESS/COORDINATION MEETINGS TXDOT (5 MEETINGS)	2		6				6							14
QUALITY MANAGEMENT PLAN														0
TCP WORKSHOP														0
DESIGN SCHEDULE	1		10				10							21
PRGRESS REPORT AND INVOICING			40											40
														0
HOURS SUB-TOTALS	23	0	136	0	0	0	56	0	0	0	0	0	0	215
CONTRACT RATE PER HOUR	312.47	270.41	264.4	312.47	246.37	192.29	150.23	168.25	138.21	132.2	96.14	150.23	96.14	
TOTAL LABOR COSTS	\$7,186.81	\$0.00	\$35,958.40	\$0.00	\$0.00	\$0.00	\$8,412.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,558.09
% DISTRIBUTION OF STAFFING	10.70%	0.00%	63.26%	0.00%	0.00%	0.00%	26.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
SUBTOTAL (FC 164)														\$51,558.09

DESCRIPTION													TOTAL MH BY FC	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)													0	\$0.00
RIGHT OF WAY DATA (FC 130)													100	\$25,208.00
ROADWAY DESIGN CONTROLS (FC 160)													0	\$0.00
DRAINAGE (FC 161)													0	\$0.00
SIGNING, PVMT, MARK., & SIGNALS (FC162)													0	\$0.00
MISCELLANEOUS (ROADWAY)(FC 163)													84	\$16,212.40
MANAGING CONTRACTED PER SERVICES & SURVEY CONTRACTS (FC 164)													215	\$51,558.09
SUBTOTAL LABOR EXPENSES													399	\$92,978.49

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$92,978.49
GRAND TOTAL	\$92,978.49



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop at the intersection of Green Pastures Road and Country Lane. **INGALSBE/BORCHERDING**

Summary

In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Green Pastures Road. (See attached map.)

Attachments

Green Pastures Stop

Green Pastures/ Country Lane

Stop sign installation

Legend

Godinez Trucking





Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop at the intersection of Bunton Lane, Heidenreich Lane, and Dairy Road. **INGALSBE/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Bunton Lane and Dairy Road. (Please see map.)

Attachments

Bunton Lane 3-Way Stop

Bunton/Heidenrieck Stop Sign

Write a description for your map.

Legend





Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding, Director of Transportation

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$381,390.20 for the Driftwood, Phase 1, Lot 2, Revised Plat (Irrevocable Standby Letter of Credit No. 1103466966). **SMITH/BORCHERDING**

Summary

The final plat for the Driftwood 967 Phase One, Lot 2, Revised Plat has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by Hays County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat
Irrevocable Letter of Credit

REPLAT OF LOT 2, DRIFTWOOD 967,
PHASE ONE, MINOR PLAT
DOCUMENT No. 19002937
PLAT RECORDS OF HAYS COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF HAYS)

KNOW ALL MEN BY THESE PRESENTS, THAT DRIFTWOOD 25-ACA, LP, A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH CHRIS EARTHMAN, VICE PRESIDENT, OWNER OF LOT 2, DRIFTWOOD 967, PHASE ONE, A SUBDIVISION IN HAYS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT No. 19009237 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE FREELove WOODY SURVEY No. 23, ABSTRACT No. 20, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID LOT 2, TO BE KNOWN AS "REPLAT OF LOT 2, DRIFTWOOD 967, PHASE ONE, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

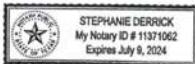
DRIFTWOOD 25-ACA, LP
A TEXAS LIMITED PARTNERSHIP

BY: CHRIS EARTHMAN, VICE PRESIDENT
DRIFTWOOD 25-ACA, LP
DRIFTWOOD 25-967, LLC - ITS GENERAL PARTNER

STATE OF TEXAS)
COUNTY OF HAYS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRIS EARTHMAN, VICE PRESIDENT, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7 DAY OF July, 2023. A.D.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS: THAT I PREPARED THE PLAN SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH ORDINANCE No. 1230.6 SETTING FORTH REQUIREMENTS AND OBLIGATIONS FOR SUBDIVISIONS IN THE CITY OF DRIPPING SPRINGS AND THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

WITNESS MY HAND THIS THE 6th DAY OF July, 2023.

Kenneth W. Martin
KENNETH W. MARTIN, P.E.
KT CIVIL
6805 NORTH CAPITAL OF TEXAS HIGHWAY
SUITE 315
AUSTIN, TEXAS 78731



ENGINEER'S NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, BUT IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
4. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100-YEAR OR SHADED ZONE X AS DELINEATED ON FEMA FIRM PANEL MAPS #48209C0120 F, EFFECTIVE DATE SEPTEMBER 2, 2005.

SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR DATE ERIC VAN GAASBEK, R.S., C.F.M. DATE
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT HAYS COUNTY FLOODPLAIN ADMINISTRATOR

I, GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE 23rd DAY OF MAY, 2022.

GREGORY A. WAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4567 - STATE OF TEXAS
CAPITAL SURVEYING COMPANY, INC.
925 CAPITAL OF TEXAS HWY.
AUSTIN, TEXAS 78746



GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN AN EXISTING DRAINAGE WAY.
4. TOTAL ACREAGE OF DEVELOPMENT: 25.2257 TOTAL ACREAGE OF LOTS: 25.2257
INTENDED USE OF LOTS: RESIDENTIAL, COMMERCIAL AND PRIVATE STREETS
TOTAL NUMBER OF LOTS: 11 AVERAGE SIZE OF LOTS: 2.2932
NUMBER OF LOTS: Greater than 10 acres 0
Larger than 5, less than 10 0
Between 2 & 5 acres 5 Between 1 & 2 acres 3
Less than an acre 3
5. WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY - EXPRESSED, IMPLIED, OR OTHERWISE - THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.
6. THIS SUBDIVISION IS WITHIN THE JURISDICTION OF THE DRIFTWOOD CONSERVATION DISTRICT.
7. THIS SUBDIVISION IS LOCATED WITHIN ESD No. 1 AND ESD No. 6.
8. AN AREA 25 FEET FROM THE RIGHT-OF-WAY OF FM 967 IS RESERVED FOR FUTURE RIGHT-OF-WAY. THE AREA IDENTIFIED AS "RESERVED FOR FUTURE RIGHT-OF-WAY" IS LOCATED WITHIN A PROPOSED FUTURE RIGHT-OF-WAY PER THE TRANSPORTATION PLAN OF HAYS COUNTY. ADDITIONAL INFORMATION REGARDING THE AREA MAY BE OBTAINED FROM THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
9. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.3.1.
10. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, DRIFTWOOD 522 AND DRIFTWOOD DLC AUSTIN, LLC AS RECORDED IN DOCUMENT No. 19013385 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
11. THIS SUBDIVISION IS REQUIRED TO OBTAIN BUILDING PERMITS BEFORE CONSTRUCTION CAN BEGIN ON RESIDENTIAL LOTS, AND SITE DEVELOPMENT AND BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN ON COMMERCIAL LOTS.
12. ALL PRIVATE STREETS AND R.O.W. SHALL BE DEDICATED AS ACCESS, PUBLIC UTILITY AND DRAINAGE EASEMENTS.
13. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL NOT BE GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
14. NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN EXISTING DRAINAGEWAY.
15. THE DRIFTWOOD CONSERVATION DISTRICT (DCD) SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF STORMWATER DRAINAGE AND WATER QUALITY FACILITIES.
16. ALL PARKLAND DEDICATION AND AG FACILITY FEE REQUIREMENTS SHALL BE SATISFIED WITH EACH FINAL PLAT. FEE-IN-LIEU OF PARKLAND DEDICATION WILL BE PROVIDED TO MEET THE PARKLAND REQUIREMENTS.
17. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751 UNLESS A VARIANCE HAS BEEN GRANTED.
18. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5, OR OTHER METHODS, AS APPROVED.
19. THESE ARE PRIVATE ROADWAYS AND WILL NEVER BE DEDICATED OR MAINTAINED BY HAYS COUNTY, TEXAS.
20. LOTS 9 AND 10, BLOCK A, ARE PRIVATE ROADWAYS.
21. LOT 5, BLOCK A, AND LOT 1, BLOCK B ARE OPEN SPACE LOTS.

UTILITY NOTES:

1. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
2. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY FRONTIER COMMUNICATIONS.

WATER UTILITY PROVIDER:
CITY OF DRIPPING SPRINGS

WASTEWATER UTILITY PROVIDER:
CITY OF DRIPPING SPRINGS

AARON REED DATE: _____
PUBLIC WORKS DIRECTOR

AARON REED DATE: _____
PUBLIC WORKS DIRECTOR

CITY OF DRIPPING SPRINGS PLAT APPROVAL:

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09 AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES, AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED, THIS THE _____ DAY OF _____, 2023.

BY:

MIM JAMES
PLANNING & ZONING COMMISSION CHAIRPERSON

ATTEST:

ANDREA CUNNINGHAM, CITY SECRETARY

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

STATE OF TEXAS)
COUNTY OF HAYS)

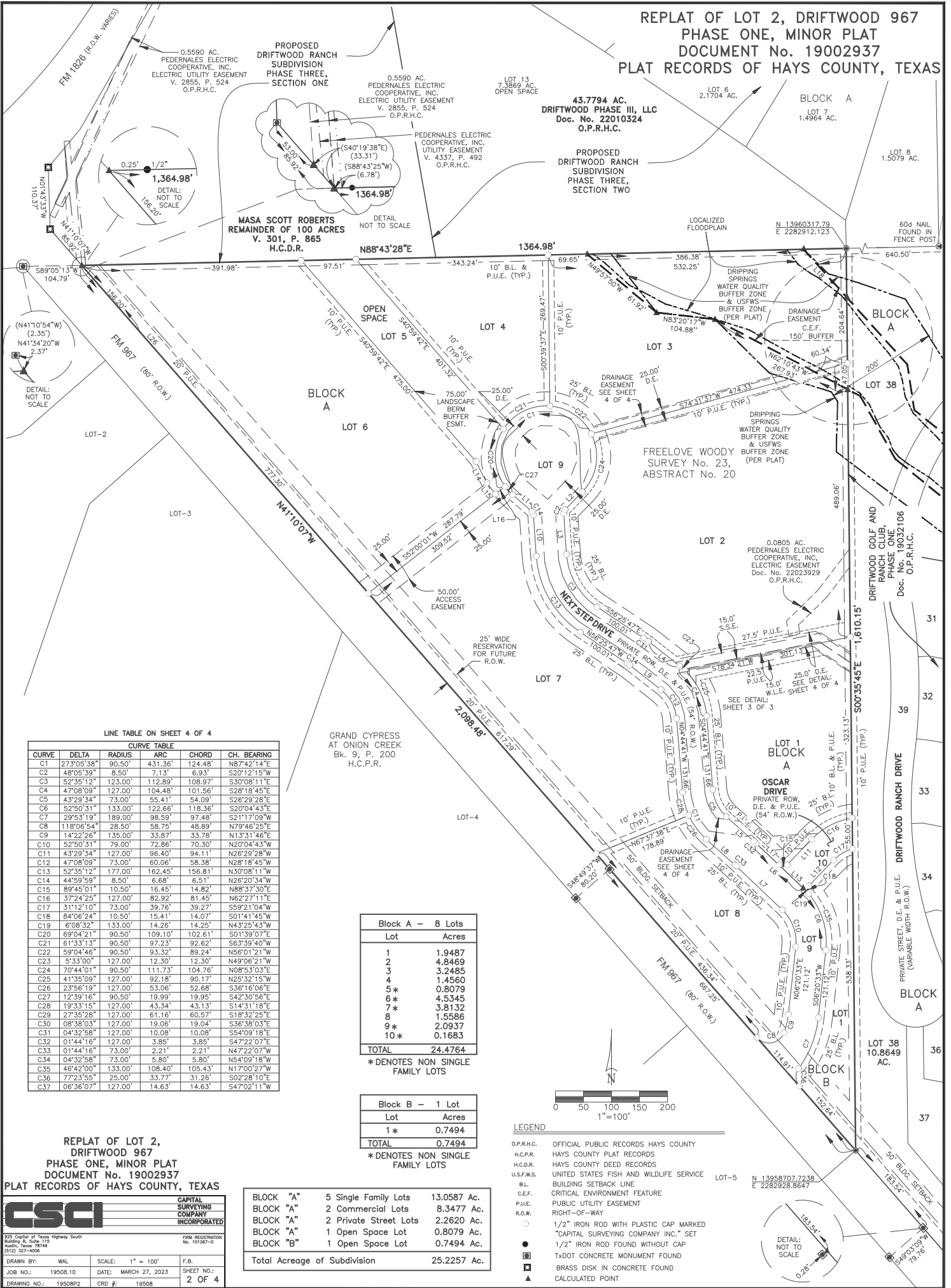
I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2023, AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 2023, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

ELAINE HANSON CARDENAS
COUNTY CLERK, HAYS COUNTY, TEXAS

REPLAT OF LOT 2,
DRIFTWOOD 967,
PHASE ONE, MINOR PLAT
DOCUMENT No. 19002937
PLAT RECORDS OF HAYS COUNTY, TEXAS

CSCI		CAPITAL SURVEYING COMPANY, INCORPORATED	
925 Capital of Texas Highway South Austin, Texas 78746 (512) 357-4200		FORM REGISTRATION NO. 101281-0	
DRAWN BY: WAL	SCALE: N/A	F.B.	
JOB NO.: 19008.10	DATE: MARCH 27, 2023	SHEET NO.:	
DRAWING NO.: 19008P2	CID #: 19008		1 OF 4

REPLAT OF LOT 2, DRIFTWOOD 967
 PHASE ONE, MINOR PLAT
 DOCUMENT No. 19002937
 PLAT RECORDS OF HAYS COUNTY, TEXAS



LINE TABLE ON SHEET 4 OF 4

CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	273°05'38"	90.50'	431.36'	124.48'	N87°42'14"E
C2	48°05'39"	8.50'	7.13'	6.93'	S20°12'15"W
C3	52°35'12"	123.00'	112.89'	108.97'	S30°08'11"E
C4	47°08'09"	127.00'	104.48'	101.56'	S28°18'45"E
C5	43°29'34"	73.00'	55.41'	54.09'	S26°29'28"E
C6	52°50'51"	133.00'	122.66'	118.36'	S20°04'43"E
C7	29°53'19"	189.00'	98.59'	97.48'	S21°17'09"W
C8	118°06'54"	28.50'	58.75'	48.89'	N79°46'25"E
C9	14°22'26"	135.00'	33.87'	33.78'	N13°31'46"E
C10	52°50'31"	79.00'	72.66'	70.30'	N20°04'43"W
C11	43°29'34"	127.00'	96.40'	94.11'	N26°29'28"W
C12	47°08'09"	73.00'	60.06'	58.38'	N28°18'45"W
C13	52°50'12"	177.00'	162.45'	156.81'	N30°08'11"W
C14	44°59'59"	8.50'	6.68'	6.51'	N28°20'34"W
C15	89°45'01"	10.50'	16.45'	14.82'	N88°37'50"E
C16	37°24'25"	127.00'	82.92'	81.45'	N62°27'11"E
C17	31°12'10"	73.00'	39.76'	39.27'	S59°21'04"W
C18	84°06'24"	10.50'	15.41'	14.07'	S01°41'45"W
C19	6°08'32"	133.00'	14.26'	14.25'	N43°25'43"W
C20	69°04'21"	90.50'	109.10'	102.61'	S01°39'07"E
C21	61°33'13"	90.50'	97.23'	92.62'	S63°39'40"W
C22	59°04'46"	90.50'	93.32'	89.24'	N56°01'21"W
C23	53°33'00"	127.00'	12.30'	12.30'	N49°06'21"W
C24	70°44'01"	90.50'	111.73'	104.76'	N08°53'03"E
C25	41°35'09"	127.00'	92.18'	90.17'	N25°32'15"W
C26	23°56'19"	127.00'	53.06'	52.68'	S36°16'06"E
C27	12°39'16"	90.50'	19.99'	19.95'	S42°30'56"E
C28	19°33'15"	127.00'	43.34'	43.13'	S14°31'18"E
C29	27°35'28"	127.00'	61.16'	60.57'	S18°32'25"E
C30	06°38'03"	127.00'	19.08'	19.04'	S36°38'03"E
C31	04°32'58"	127.00'	10.08'	10.08'	S54°09'18"E
C32	01°44'16"	127.00'	3.85'	3.85'	S47°22'07"E
C33	01°44'16"	73.00'	2.21'	2.21'	N47°22'07"W
C34	04°32'58"	73.00'	5.80'	5.80'	N54°09'18"W
C35	46°42'00"	133.00'	108.40'	105.43'	N17°00'27"W
C36	77°23'55"	25.00'	33.77'	31.26'	S02°28'10"E
C37	06°36'07"	127.00'	14.63'	14.63'	S47°02'11"W

Block A - 8 Lots	Acres
1	1.9487
2	4.8469
3	3.2485
4	1.4560
5*	0.8079
6*	4.5345
7*	3.8132
8	1.5586
9*	2.0937
10*	0.1683
TOTAL	24.4764

* DENOTES NON SINGLE FAMILY LOTS

Block B - 1 Lot	Acres
1*	0.7494
TOTAL	0.7494

* DENOTES NON SINGLE FAMILY LOTS

BLOCK "A"	5 Single Family Lots	13.0587 Ac.
BLOCK "A"	2 Commercial Lots	8.3477 Ac.
BLOCK "A"	2 Private Street Lots	2.2620 Ac.
BLOCK "A"	1 Open Space Lot	0.8079 Ac.
BLOCK "B"	1 Open Space Lot	0.7494 Ac.
Total Acreage of Subdivision		25.2257 Ac.

REPLAT OF LOT 2,
 DRIFTWOOD 967
 PHASE ONE, MINOR PLAT
 DOCUMENT No. 19002937
 PLAT RECORDS OF HAYS COUNTY, TEXAS

CSCI CAPITAL SURVEYING COMPANY INCORPORATED


225 Capital of Texas Highway South
 Building B, Suite 115
 Austin, Texas 78746
 (512) 357-6006

FWN REGISTRATION No. 101287-0

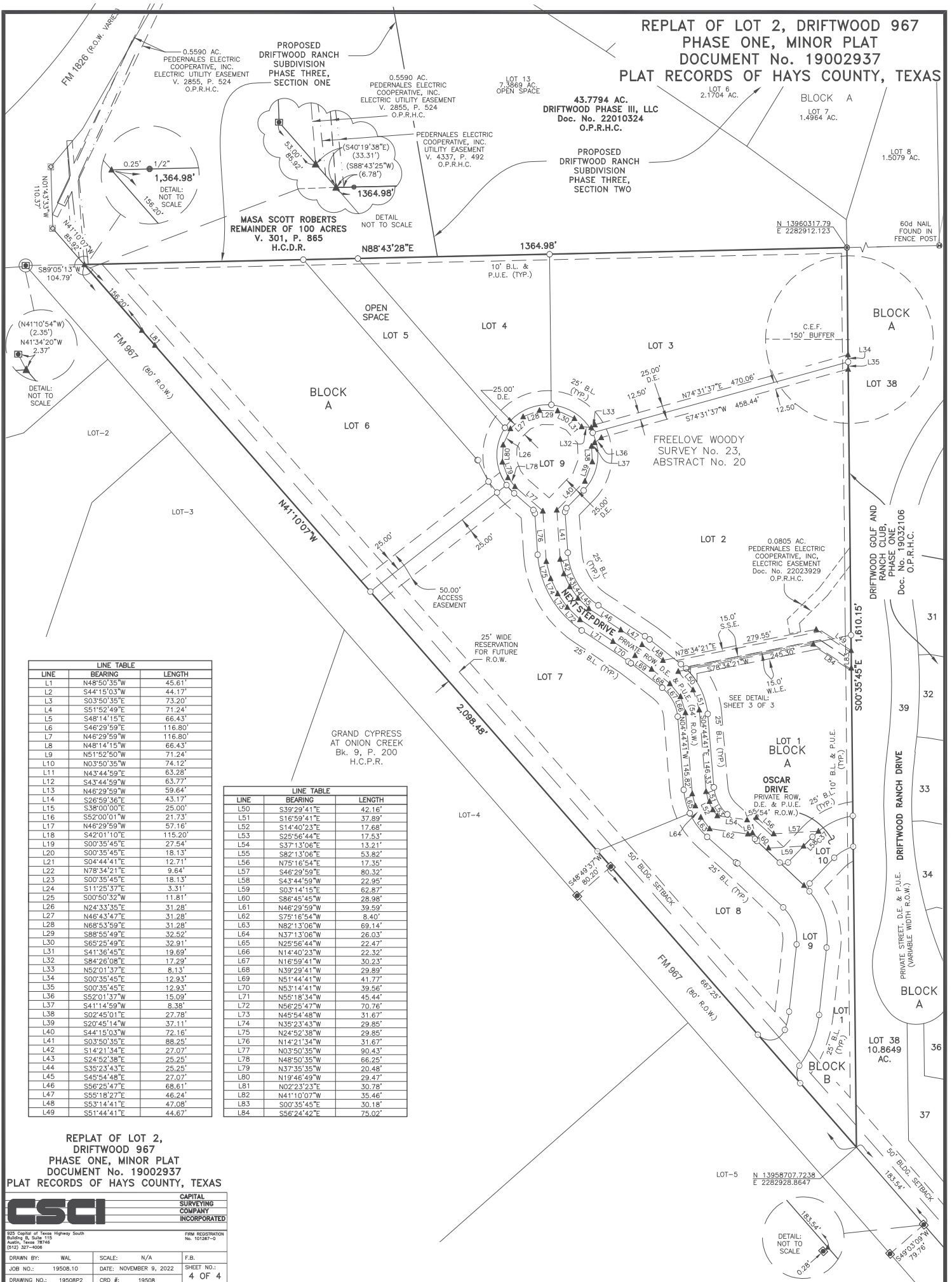
DRAWN BY: WAL SCALE: 1" = 100' F.B. SHEET NO.: 2 OF 4
 JOB NO.: 19508.10 DATE: MARCH 27, 2023
 DRAWING NO.: 19508P2 CRD #: 19508

- LEGEND**
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
 - H.C.P.R. HAYS COUNTY PLAT RECORDS
 - H.C.D.R. HAYS COUNTY DEED RECORDS
 - U.S.W.S. UNITED STATES FISH AND WILDLIFE SERVICE
 - B.L. BUILDING SETBACK LINE
 - C.E.F. CRITICAL ENVIRONMENT FEATURE
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - 1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING COMPANY INC." SET
 - 1/2" IRON ROD FOUND WITHOUT CAP
 - TxDOT CONCRETE MONUMENT FOUND
 - BRASS DISK IN CONCRETE FOUND
 - CALCULATED POINT

RESUBDIVISION OF LOT 2, DRIFTWOOD 967 PHASE ONE					
Impervious Cover Calculations					
8/31/2022					
Structure	Unit	Impervious Subdivision Area (ac)	IC Assumed (sf)	IC Estimated (sf)	Subtotal IC (sf)
Residential Lots (> 3 acres)	10,000 sf/lot	8.10	20,000		20,000
Residential Lots (1 - 3 acres)	7/000 sf/lot	5.00	21,000		21,000
Commercial Lots	23%	8.34	83,557		83,557
Roadways		2.21		37,445	34,075
curb				5,863	5,863
Open Space		1.58			
Total IC			124,557	43,308	164,495
Subdivision (ac)		25.23			
Subdivision (sf)		1,099,019			
IC Percentage					15.0%

		CAPITAL SURVEYING COMPANY INCORPORATED	
		FIRM REGISTRATION NO. 101267-0	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006			
DRAWN BY: WAL		SCALE: N/A	
JOB NO.: 19508-10		DATE: NOVEMBER 9, 2022	
DRAWING NO.: 19508P2		CRD #: 19508	
SHEET NO.:		3 OF 4	

REPLAT OF LOT 2, DRIFTWOOD 967
 PHASE ONE, MINOR PLAT
 DOCUMENT No. 19002937
 PLAT RECORDS OF HAYS COUNTY, TEXAS



LINE	BEARING	LENGTH
L1	N48°50'35"W	45.61'
L2	S44°15'03"W	44.17'
L3	S03°50'35"E	73.20'
L4	S51°52'49"E	71.24'
L5	S48°14'15"E	66.43'
L6	S46°29'59"E	116.80'
L7	N46°29'59"W	116.80'
L8	N48°14'15"W	66.43'
L9	N51°52'50"W	71.24'
L10	N03°50'35"W	74.12'
L11	N43°44'59"E	63.28'
L12	S43°44'59"W	63.77'
L13	N46°29'59"W	59.64'
L14	S26°59'36"E	43.17'
L15	S38°00'00"E	25.00'
L16	S52°00'01"W	21.73'
L17	N46°29'59"W	57.16'
L18	S42°01'10"E	115.20'
L19	S00°35'45"E	27.54'
L20	S00°35'45"E	18.13'
L21	S04°44'41"E	12.71'
L22	N78°34'21"E	9.64'
L23	S00°35'45"E	18.13'
L24	S11°25'37"E	3.31'
L25	S00°50'32"W	11.81'
L26	N24°33'35"E	31.28'
L27	N46°43'42"E	31.28'
L28	N68°53'59"E	31.28'
L29	S88°55'49"E	32.52'
L30	S65°25'49"E	32.91'
L31	S41°36'45"E	19.69'
L32	S84°26'08"E	17.29'
L33	N52°01'37"E	8.13'
L34	S00°35'45"E	12.93'
L35	S00°35'45"E	12.93'
L36	S52°01'37"W	15.09'
L37	S41°14'59"W	8.38'
L38	S02°45'01"E	27.78'
L39	S20°45'14"W	37.11'
L40	S44°15'03"W	72.16'
L41	S03°50'35"E	88.25'
L42	S14°21'34"E	27.07'
L43	S24°52'38"E	25.25'
L44	S35°21'37"E	25.25'
L45	S45°54'48"E	27.07'
L46	S56°25'47"E	68.61'
L47	S55°18'27"E	46.24'
L48	S53°14'41"E	47.08'
L49	S51°44'41"E	44.67'

LINE	BEARING	LENGTH
L50	S39°29'41"E	42.16'
L51	S16°59'41"E	37.89'
L52	S14°40'23"E	17.68'
L53	S25°56'44"E	17.53'
L54	S37°13'06"E	13.21'
L55	S82°13'06"E	53.82'
L56	N75°16'54"E	17.35'
L57	S46°29'59"E	80.32'
L58	S43°44'59"W	22.95'
L59	S03°14'15"E	62.87'
L60	S86°45'45"W	28.98'
L61	N46°29'59"W	39.59'
L62	S75°16'54"W	8.40'
L63	N82°13'06"W	69.14'
L64	N37°13'06"W	26.03'
L65	N25°56'44"W	22.47'
L66	N14°40'23"W	22.32'
L67	N16°59'41"W	30.23'
L68	N39°29'41"W	29.89'
L69	N51°44'41"W	41.77'
L70	N53°14'41"W	39.56'
L71	N55°18'34"W	45.44'
L72	N56°25'47"W	70.78'
L73	N45°54'48"W	31.67'
L74	N35°23'43"W	29.85'
L75	N24°52'38"W	29.85'
L76	N14°21'34"W	31.67'
L77	N03°50'35"W	90.43'
L78	N48°50'35"W	66.25'
L79	N37°35'35"W	20.48'
L80	N19°46'49"W	29.47'
L81	N02°23'23"E	30.78'
L82	N41°10'07"W	35.46'
L83	S00°35'45"E	30.18'
L84	S56°24'42"E	75.02'

REPLAT OF LOT 2,
 DRIFTWOOD 967
 PHASE ONE, MINOR PLAT
 DOCUMENT No. 19002937
 PLAT RECORDS OF HAYS COUNTY, TEXAS

CSC		CAPITAL SURVEYING COMPANY INCORPORATED	
825 Capital of Texas Highway South Building B, Suite 115 Dallas, Texas 75246 (214) 327-4000		FIRM REGISTRATION No. 101387-D	
DRAWN BY: WAL	SCALE: N/A	F.B.	
JOB NO.: 19508.10	DATE: NOVEMBER 9, 2022	SHEET NO.: 4 OF 4	
DRAWING NO.: 19508P2	CRD #: 19508		

IRREVOCABLE LETTER OF CREDIT

Borrower: Joseph Charles Aragona
2001 Cueva De Oro Cove
Austin, TX 78746

Lender: SUNFLOWER BANK, N.A.
AUSTIN COMMERCIAL
1400 16TH STREET
SUITE 250
DENVER, CO 80202

Beneficiary: Hays County, Texas
111 E San Antonio St - Suite 300
San Marcos, TX 78666

NO.: 1103466966

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 09-11-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Eighty-one Thousand Three Hundred Ninety & 20/100 Dollars (\$381,390.20) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Letter of Request from the County Judge indicating that the County considers a draw on this Letter of Credit necessary in order to complete all or part of the SUBDIVISION Improvements to the County Standards. No further substantiation of the necessity of the draw is required. The draft must be addressed to the Chief Credit Officer, EVP and the Lending Operations Director, VP.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER SUNFLOWER BANK, N.A. IRREVOCABLE LETTER OF CREDIT NO. 1103466966 DATED 09-11-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Colorado.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 1103466966

IRREVOCABLE LETTER OF CREDIT
(Continued)

Page 2

Dated: September 11, 2023

LENDER:

SUNFLOWER BANK, N.A.

By: 
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the subdivision performance bond #7901063583 in the amount of \$372,201.25 for phase 4, and #7901063582 in the amount \$863,725.25 for phase 5, and the acceptance of the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 4 and

5. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads for phase 4 include: Carolina Buckthorn Drive (1,692 ft.), Cotoneaster Cove (116 ft.). Road for phase 5 include: Carolina Buckthorn Drive (747 ft), Windmill Palm Drive (1,574 ft), Globe Mallow Circle (1,366 ft) and Bilbine Cove (249 ft).



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Jerry Borcharding, Director of Transportation

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,855,411.19 for the Sunset Oaks, Section 4, Phase 3B, Final Subdivision (Bond # 6131050164). **INGALSBE/BORCHERDING**

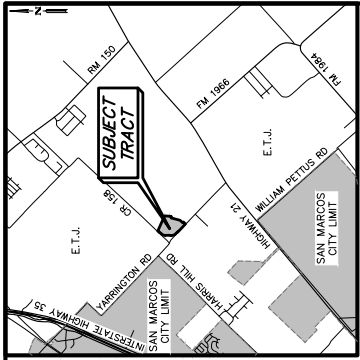
Summary

The final plat for the Sunset Oaks, Section 4, Phase 3B, Final Subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been approved by Hays County staff.

While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Plat
Bond



VICINITY MAP
NOT TO SCALE

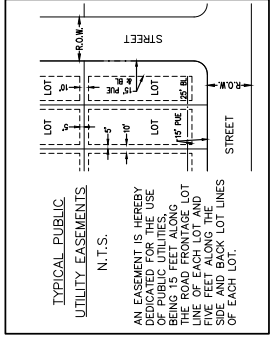
STREET NAMES		
STREET	R.O.W. WIDTH	STREET CLASSIFICATION
ZIRCON LANE	50 FT.	URBANIZED LOCAL ROADWAY
SCORIA WAY	62 FT.	URBANIZED LOCAL ROADWAY
AMMOLITE LANE	80 FT. VARIES	URBANIZED LOCAL ROADWAY
KYANITE DRIVE	50 FT.	URBANIZED LOCAL ROADWAY
SOAPSTONE PASS	50 FT.	URBANIZED LOCAL ROADWAY
TOTAL LINEAR FEET	4,931 FT.	URBANIZED LOCAL ROADWAY

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	164	18,788 AC.
OPEN SPACE/DRAINAGE EASEMENT	1	13,292 AC.
RIGHT-OF-WAY	-	5,900 AC.
RIGHT-OF-WAY DEDICATION	-	1,206 AC.
TOTAL	165	39,127 AC.

- LEGEND**
- D.E. NUMBER
 - NOT TO SCALE
 - OPEN SPACE
 - PAGE
 - POINT OF BEGINNING
 - P.O.B.
 - P.U.E.
 - R.O.W.
 - VOL.
 - "MCGRAY"
 - "LEADING"
 - FOUND 1/2" IRON ROD
 - FOUND 1/2" IRON ROD LEANING
 - PROPOSED SIDEWALK LOCATION
 - BLOCK IDENTIFICATION
 - FULLY DEVELOPED 100-YEAR FLOODPLAIN
 - BEARING BASIS

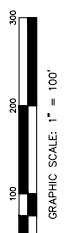


BCE, INC.
7330 San Pedro
San Antonio, TX 78216
Tel: 210-581-3800 • www.bceinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10184490



SUNSET OAKS
SECTION 4,
PHASE 3A
DOC. NO. 23002246
P.R.H.C.

LASALLE HOLDINGS, LTD
CALLED 81.38 ACRES
DOC. NO. 0801869
O.P.R.H.C.



GRAPHIC SCALE: 1" = 100'

SEE
DETAIL "B"

SEE
DETAIL "C"

SEE
DETAIL "D"

SEE
DETAIL "E"

SEE
DETAIL "F"

SEE
DETAIL "G"

SEE
DETAIL "H"

SEE
DETAIL "I"

SEE
DETAIL "J"

SEE
DETAIL "K"

SEE
DETAIL "L"

SEE
DETAIL "M"

SEE
DETAIL "N"

SEE
DETAIL "O"

SEE
DETAIL "P"

SUNSET OAKS SECTION 4, PHASE 3B

A SUBDIVISION OF 39.127 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

GCSM
GPS PT. 17
GRID COORDINATES:
N 13,550,303.88
E 2,291,476.19
ELEV. 667.82
NAVD88

WHISPER MASTER COMMUNITY UNITED PARTNERSHIP
CALLED 102.748 ACRES
DOCUMENT NO. 16013709 O.P.R.H.C.

WHISPER MASTER COMMUNITY UNITED PARTNERSHIP
CALLED 102.748 ACRES
DOCUMENT NO. 16013709 O.P.R.H.C.

SUNSET OAKS
SECTION 4,
PHASE 3B

A SUBDIVISION OF 39.127 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
7330 San Antonio, Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	358.78'	445.00'	46°11'40"	N 23°22'54" W 349.14'
C2	331.70'	430.00'	44°15'08"	N 21°48'54" W 323.54'
C3	20.64'	525.00'	N 85°44'39" W	20.64'
C4	39.14'	25.00'	89°42'44"	N 44°54'06" E 35.27'
C5	58.54'	295.00'	1°22'21.3"	S 05°43'13" W 58.45'
C6	20.90'	25.00'	47°53'58"	N 12°32'02" W 20.30'
C7	211.51'	60.00'	201°58'36"	S 64°30'15" W 117.80'
C8	23.55'	25.00'	53°58'05"	S 41°29'29" E 22.69'
C9	56.61'	475.00'	6°49'41"	S 71°53'22" E 56.57'
C10	95.89'	475.00'	1°13'40.1"	S 81°05'13" E 95.73'
C11	105.99'	525.00'	1°13'40.1"	S 81°05'13" E 105.81'
C12	38.69'	25.00'	89°07'33"	S 60°08'01" W 35.08'
C13	144.51'	295.00'	29°36'16"	N 29°36'16" E 143.07'
C14	39.27'	25.00'	89°59'56"	S 01°21'42" E 35.36'
C15	39.27'	25.00'	90°00'04"	S 88°38'18" W 35.36'
C16	39.27'	25.00'	89°59'56"	S 01°21'42" W 35.36'
C17	422.59'	525.00'	46°07'08"	S 23°18'06" E 411.27'
C18	39.27'	25.00'	90°00'00"	N 45°14'32" W 35.36'
C19	54.98'	245.00'	12°51'24"	S 08°11'10" W 54.86'
C20	43.16'	25.00'	98°54'36"	S 62°04'10" W 37.99'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C21	39.27'	25.00'	90°00'00"	N 23°28'32" W 35.36'
C22	203.09'	295.00'	39°26'09"	S 01°48'09" W 199.10'
C23	21.17'	295.00'	86°30'43"	N 69°20'11" E 20.54'
C24	301.00'	60.00'	28°25'55"	N 16°52'35" E 71.01'
C25	26.75'	25.00'	61°17'49"	S 46°11'28" E 25.49'
C26	158.50'	245.00'	37°04.01"	S 02°59'28" W 155.75'
C27	39.27'	25.00'	90°00'00"	S 66°31'28" W 35.36'
C28	19.50'	525.00'	207°41"	S 69°32'23" E 19.50'
C29	37.60'	25.00'	86°10'28"	N 27°30'59" W 34.16'
C30	120.02'	245.00'	28°04.01"	N 28°36'16" E 118.82'
C31	39.27'	25.00'	90°00'04"	N 88°38'18" E 35.36'
C32	382.34'	475.00'	46°07'08"	S 23°18'06" E 372.10'
C33	39.65'	25.00'	90°52'27"	N 29°36'16" E 35.62'
C34	120.02'	245.00'	28°04.01"	N 29°36'16" E 118.82'
C35	39.27'	25.00'	90°00'04"	N 88°38'18" E 35.36'
C36	39.27'	25.00'	89°59'56"	S 01°21'42" E 35.36'
C37	144.51'	295.00'	28°04.01"	N 29°36'16" E 143.07'
C38	38.89'	25.00'	89°07'33"	S 60°08'01" W 35.08'
C39	18.94'	475.00'	217°06"	S 74°09'39" E 18.94'
C40	37.66'	475.00'	43°23'34"	S 70°44'49" E 37.65'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C41	3.72'	60.00'	3°33'12"	N 16°17'03" W 3.72'
C42	48.08'	60.00'	45°54'45"	N 41°01'01" W 46.80'
C43	159.71'	60.00'	152°30'39"	S 39°46'17" W 116.56'
C44	15.28'	25.00'	35°01'07"	N 16°52'27" W 15.04'
C45	5.62'	25.00'	12°52'51"	N 04°58'32" E 5.61'
C46	33.36'	295.00'	6°29'00"	S 08°10'27" W 33.36'
C47	25.16'	295.00'	4°53'13"	S 02°29'21" W 25.15'
C48	95.89'	475.00'	11°34'01"	S 81°05'13" E 95.73'
C49	50.05'	475.00'	6°16'44"	S 83°43'27" E 52.03'
C50	43.78'	475.00'	5°16'52"	S 77°58'39" E 43.77'
C51	21.56'	245.00'	5°02'34"	S 10°05'35" W 21.56'
C52	53.94'	295.00'	10°28'34"	S 16°17'11" W 53.86'
C53	40.00'	295.00'	7°46'08"	S 07°09'50" W 39.97'
C54	40.00'	295.00'	7°46'08"	S 00°36'18" E 39.97'
C55	40.00'	295.00'	7°46'08"	S 08°22'26" E 39.97'
C56	29.15'	295.00'	5°39'40"	S 15°05'21" E 29.14'
C57	11.07'	25.00'	25°22'35"	N 05°13'53" W 10.98'
C58	10.09'	25.00'	23°08'09"	N 19°01'29" E 10.03'
C59	67.21'	60.00'	64°10'52"	S 01°29'53" E 63.75'
C60	40.00'	60.00'	38°11'50"	S 52°41'14" E 39.26'

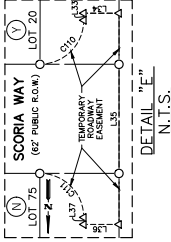
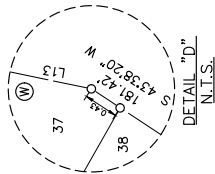
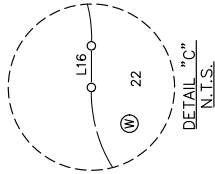
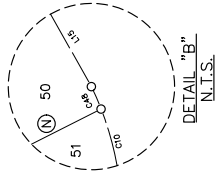
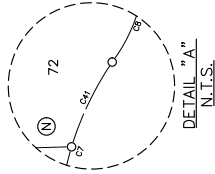
LINE TABLE			
NUMBER	BEARING	DISTANCE	
L1	N 43°33'16" E	19.99'	
L2	N 46°28'44" W	147.70'	
L3	N 00°17'04" W	116.12'	
L4	N 44°24'48" E	21.33'	
L5	N 43°54'51" E	147.56'	
L6	N 46°05'09" W	30.36'	
L7	S 70°19'08" E	90.62'	
L8	N 86°52'13" W	25.00'	
L9	S 08°00'23" W	50.18'	
L10	N 86°52'13" W	60.67'	
L11	S 21°26'28" W	49.09'	
L12	S 32°05'10" W	39.85'	
L13	S 40°14'58" W	28.37'	
L14	S 46°21'40" E	76.12'	
L15	S 86°52'13" E	64.94'	
L16	N 75°18'12" W	0.52'	
L17	S 21°31'28" W	31.36'	
L18	N 21°31'28" E	31.36'	
L19	S 43°38'16" W	47.69'	
L20	N 43°38'16" E	47.70'	
L21	S 77°31'20" E	39.98'	
L22	S 83°43'17" E	39.98'	
L23	N 15°23'56" W	14.56'	
L24	N 15°23'56" W	10.46'	
L25	N 00°17'04" W	19.54'	
L26	N 00°14'32" W	5.46'	
L27	S 00°14'32" E	55.46'	
L28	S 44°24'48" W	21.08'	
L29	S 21°41'57" E	69.08'	
L30	S 00°17'04" E	3.97'	
L31	S 89°42'56" W	20.00'	
L32	N 00°17'04" W	120.00'	
L33	N 89°42'56" E	20.00'	
L34	S 00°17'04" E	4.03'	
L35	S 43°38'16" W	181.43'	
L36	S 43°40'49" W	193.85'	
L37	N 46°48'27" W	794.50'	
L38	N 00°17'04" W	292.31'	
L39	N 42°58'30" E	147.94'	
L40	S 65°54'20" E	1,059.44'	
L41	S 03°07'47" W	446.25'	
L42	S 15°54'15" W	584.21'	

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C61	40.00'	60.00'	38°11'50"	N 89°06'56" E 39.26'
C62	40.00'	60.00'	38°11'50"	N 50°55'07" E 39.26'
C63	78.23'	60.00'	74°42'14"	N 05°31'56" W 72.81'
C64	35.96'	60.00'	33°57'19"	N 59°51'43" W 35.04'
C65	26.75'	25.00'	61°17'49"	S 46°11'28" E 25.49'
C66	36.22'	245.00'	8°56'18"	S 11°04'24" E 36.18'
C67	47.05'	245.00'	11°00'09"	S 01°06'11" E 46.98'
C68	73.23'	245.00'	1°07'34.4"	S 12°57'41" W 72.96'
C69	82.76'	245.00'	19°21'13"	N 25°14'51" E 82.36'
C70	37.26'	245.00'	8°42'48"	N 39°16'52" E 37.22'
C71	48.26'	475.00'	5°49'17"	S 43°27'01" E 48.24'
C72	52.04'	475.00'	6°16'37"	S 37°24'05" E 52.01'
C73	52.04'	475.00'	6°16'38"	S 31°07'28" E 52.01'
C74	52.04'	475.00'	6°16'39"	S 24°50'49" E 52.02'
C75	52.05'	475.00'	6°16'40"	S 18°34'10" E 52.02'
C76	52.05'	475.00'	6°16'42"	S 12°17'29" E 52.02'
C77	52.05'	475.00'	6°16'43"	S 06°00'46" E 52.03'
C78	21.81'	475.00'	23°75'53"	S 01°33'28" E 21.81'
C79	33.41'	245.00'	7°48'50"	S 03°39'53" W 33.39'
C80	17.12'	295.00'	3°19'28"	N 41°58'33" E 17.11'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C81	40.00'	295.00'	7°46'08"	N 36°25'45" E 39.97'
C82	40.00'	295.00'	7°46'08"	N 28°39'37" E 39.97'
C83	40.00'	295.00'	7°46'08"	N 20°53'29" E 39.97'
C84	7.39'	295.00'	1°26'10"	N 16°17'20" E 7.39'
C85	66.24'	245.00'	15°29'31"	N 23°19'00" E 66.04'
C86	53.77'	245.00'	12°34'31"	N 37°21'00" E 53.66'
C87	29.63'	295.00'	5°45'17"	N 40°45'38" E 29.62'
C88	40.00'	295.00'	7°46'08"	N 33°59'55" E 39.97'
C89	40.00'	295.00'	7°46'08"	N 26°13'47" E 39.97'
C90	85.35'	525.00'	9°18'52"	S 79°57'39" E 85.26'
C91	34.88'	295.00'	6°46'28"	N 18°57'29" E 34.86'
C92	13.89'	525.00'	1°30'58"	S 01°00'01" E 13.89'
C93	40.00'	525.00'	42°15'58"	S 03°56'27" E 39.99'
C94	40.00'	525.00'	42°15'54"	S 06°18'22" E 39.99'
C95	39.99'	525.00'	42°15'54"	S 12°40'16" E 39.99'
C96	39.99'	525.00'	42°15'53"	S 17°02'09" E 39.98'
C97	39.99'	525.00'	42°15'52"	S 21°24'02" E 39.98'
C98	39.99'	525.00'	42°15'51"	S 25°45'28" E 39.98'
C99	39.99'	525.00'	42°15'51"	S 30°07'46" E 39.98'
C99	39.99'	525.00'	42°15'51"	S 34°29'37" E 39.98'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C100	39.99'	525.00'	42°15'50"	S 38°51'27" E 39.98'
C101	39.99'	525.00'	42°15'50"	S 43°51'17" E 39.98'
C102	8.77'	525.00'	0°57'27"	S 45°52'56" E 8.77'
C103	49.56'	400.00'	7°05'45"	S 34°31'19" E 49.53'
C104	49.74'	400.00'	7°07'29"	S 27°24'37" E 49.71'
C105	49.85'	400.00'	7°08'28"	S 20°16'38" E 49.82'
C106	49.90'	400.00'	7°08'51"	S 13°07'59" E 49.87'
C107	48.88'	400.00'	7°08'40"	S 05°59'13" E 49.85'
C108	14.87'	400.00'	2°07'49"	S 01°20'59" E 14.87'
C109	263.80'	400.00'	37°47'12"	S 19°10'41" E 239.05'
C110	39.29'	25.00'	90°02'33"	S 44°44'12" W 35.37'
C111	39.25'	25.00'	89°57'27"	S 45°15'48" E 35.34'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C100	39.99'	525.00'	42°15'50"	S 38°51'27" E 39.98'
C101	39.99'	525.00'	42°15'50"	S 43°51'17" E 39.98'
C102	8.77'	525.00'	0°57'27"	S 45°52'56" E 8.77'
C103	49.56'	400.00'	7°05'45"	S 34°31'19" E 49.53'
C104	49.74'	400.00'	7°07'29"	S 27°24'37" E 49.71'
C105	49.85'	400.00'	7°08'28"	S 20°16'38" E 49.82'
C106	49.90'	400.00'	7°08'51"	S 13°07'59" E 49.87'
C107	48.88'	400.00'	7°08'40"	S 05°59'13" E 49.85'
C108	14.87'	400.00'	2°07'49"	S 01°20'59" E 14.87'
C109	263.80'	400.00'	37°47'12"	S 19°10'41" E 239.05'
C110	39.29'	25.00'	90°02'33"	S 44°44'12" W 35.37'
C111	39.25'	25.00'	89°57'27"	S 45°15'48" E 35.34'



SUNSET OAKS
SECTION 4,
PHASE 3B

A SUBDIVISION OF 39.127 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
Bureau of Geomatics
7330 San Antonio Road, Suite 202
San Antonio, TX 78216
Tel: 210-581-3800 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
48	N	0.126	5,500
49	N	0.101	4,400
50	N	0.117	5,078
51	N	0.114	4,971
52	N	0.101	4,400
53	N	0.101	4,400
54	N	0.101	4,400
55	N	0.101	4,400
56	N	0.101	4,400
57	N	0.101	4,400
58	N	0.126	5,500
59	N	0.177	7,710
60	N	0.101	4,400
61	N	0.101	4,400
62	N	0.101	4,400
63	N	0.101	4,400
64	N	0.101	4,400
65	N	0.101	4,400
66	N	0.101	4,400
67	N	0.101	4,400
68	N	0.101	4,400
69	N	0.101	4,400

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
70	N	0.101	4,400
71	N	0.101	4,400
72	N	0.099	4,311
73	N	0.073	3,199
74	N	0.136	5,925
75	N	0.123	5,373
900	N	13,252	577,255

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
21	Q	0.101	4,400
22	Q	0.101	4,400
23	Q	0.101	4,400
24	Q	0.101	4,400
25	Q	0.101	4,400
26	Q	0.101	4,400
27	Q	0.101	4,400
28	Q	0.101	4,400
29	Q	0.101	4,400
30	Q	0.101	4,400
31	Q	0.123	5,371

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
22	W	0.128	5,575
23	W	0.101	4,400
24	W	0.101	4,400
25	W	0.101	4,400
26	W	0.101	4,400
27	W	0.101	4,400
28	W	0.101	4,400
29	W	0.101	4,400
30	W	0.101	4,400
31	W	0.101	4,400
32	W	0.101	4,400
33	W	0.101	4,400
34	W	0.101	4,400
35	W	0.118	5,158
36	W	0.124	5,417
37	W	0.124	5,417
38	W	0.116	5,035
39	W	0.101	4,400
40	W	0.101	4,400
41	W	0.123	5,346

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	X	0.123	5,345
2	X	0.101	4,400
3	X	0.101	4,400
4	X	0.132	5,745
5	X	0.140	6,119
6	X	0.101	4,400
7	X	0.101	4,400
8	X	0.101	4,400
9	X	0.101	4,400
10	X	0.101	4,400
11	X	0.101	4,400
12	X	0.101	4,400
13	X	0.101	4,400
14	X	0.101	4,400
15	X	0.101	4,400
16	X	0.101	4,400
17	X	0.101	4,400
18	X	0.121	5,280
19	X	0.176	7,579
20	X	0.101	4,400

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
21	X	0.101	4,400
22	X	0.101	4,400
23	X	0.101	4,400
24	X	0.101	4,400
25	X	0.101	4,400
26	X	0.101	4,400
27	X	0.101	4,400
28	X	0.101	4,400
29	X	0.105	4,552
30	X	0.120	5,241
31	X	0.129	5,630
32	X	0.124	5,416
33	X	0.109	4,756
34	X	0.123	5,345

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	Y	0.138	5,996
2	Y	0.101	4,400
3	Y	0.101	4,400
4	Y	0.101	4,400
5	Y	0.101	4,400
6	Y	0.101	4,400
7	Y	0.103	4,503
8	Y	0.113	4,913
9	Y	0.118	5,134
10	Y	0.125	5,466
11	Y	0.120	5,211
12	Y	0.120	5,243
13	Y	0.128	5,558
14	Y	0.132	5,757
15	Y	0.134	5,838
16	Y	0.133	5,798
17	Y	0.130	5,656
18	Y	0.119	5,195
19	Y	0.110	4,801
20	Y	0.123	5,366

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
1	Z	0.146	6,357
2	Z	0.101	4,400
3	Z	0.101	4,400
4	Z	0.101	4,400
5	Z	0.101	4,400
6	Z	0.101	4,400
7	Z	0.101	4,400
8	Z	0.101	4,400
9	Z	0.101	4,400
10	Z	0.101	4,400
11	Z	0.126	5,498
12	Z	0.097	4,243
13	Z	0.101	4,410
14	Z	0.105	4,577
15	Z	0.109	4,744
16	Z	0.113	4,911
17	Z	0.125	5,446
18	Z	0.187	8,149
19	Z	0.194	8,432
20	Z	0.140	6,092

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
21	Z	0.220	9,577
22	Z	0.283	12,317
23	Z	0.185	7,199
24	Z	0.176	7,646
25	Z	0.130	5,678
26	Z	0.132	5,769
27	Z	0.131	5,717
28	Z	0.172	7,509
29	Z	0.125	5,454
30	Z	0.101	4,400
31	Z	0.101	4,400
32	Z	0.160	6,988
33	Z	0.192	8,358
34	Z	0.101	4,409
35	Z	0.100	4,373
36	Z	0.101	4,386
37	Z	0.107	4,681
38	Z	0.117	5,094
39	Z	0.118	5,118
40	Z	0.117	5,117

LOT AREA TABLE			
LOT	BLOCK	ACRES	SQUARE FEET
41	Z	0.117	5,115
42	Z	0.117	5,114
43	Z	0.117	5,113
44	Z	0.116	5,066
45	Z	0.101	4,392
46	Z	0.101	4,392
47	Z	0.101	4,392
48	Z	0.101	4,392
49	Z	0.101	4,392
50	Z	0.101	4,392
51	Z	0.122	5,321

SUNSET OAKS
SECTION 4,
PHASE 3B

A SUBDIVISION OF 39.127 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS



BGE, Inc.
10000 Katy, Suite 202
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Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

LEGAL DESCRIPTION

FIELD NOTES FOR A 39.127 ACRE TRACT OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS; BEING ALL OF A CALLED 39.127 ACRE TRACT OF LAND (TRACT B) AS SHOWN ON THE SURVEY MAP OF THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, RECORDED IN THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 39.127 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCGRAY' FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF YARRINGTON ROAD (COUNTY ROAD 159), (R.O.W. ~ VARIES); NO REFERENCE FOUND, AT A CORNER SAID 39.127 ACRE TRACT, AND A CALLED 4.748 ACRE TRACT OF LAND AS CONVEYED UNTO HAYS COUNTY TEXAS IN DOCUMENT NUMBER 17036916 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, FOR A SOUTHWESTERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, COINCIDENT WITH THE COMMON LINE OF THE 39.127 ACRE TRACT AND SAID 4.748 ACRE TRACT, THE FOLLOWING NINE (9) COURSES:

- 1) N 43° 33' 16" E, A DISTANCE OF 19.99 FEET TO A 1/2-INCH IRON FOUND FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 2) N 46° 28' 44" W, A DISTANCE OF 142.70 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCGRAY' FOUND FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT
- 3) CURVING TO THE RIGHT, WITH A RADIUS OF 445.00 FEET, AN ARC LENGTH OF 358.78 FEET, A CHORD BEARING OF S 82° 44' 39" W, A CHORD LENGTH OF 348.14 FEET TO A 1/2-INCH IRON ROD FOUND FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT;
- 4) N 09° 17' 02" W, A DISTANCE OF 116.19 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 5) N 44° 24' 48" E, A DISTANCE OF 21.33 FEET TO A 1/2-INCH IRON ROD FOUND (LEANING) FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 6) N 00° 17' 04" W, A DISTANCE OF 292.31 FEET TO A 1/2-INCH IRON ROD FOUND FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT;
- 7) CURVING TO THE RIGHT WITH A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 331.70 FEET, A CENTRAL ANGLE OF 44° 11' 55", A CHORD BEARING OF N 21° 48' 54" E, AND A CHORD DISTANCE OF 323.54 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCGRAY' FOUND FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT;
- 8) N 43° 54' 51" E, A DISTANCE OF 142.56 FEET TO A 1/2-INCH IRON ROD FOUND FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 9) N 46° 05' 08" W, A DISTANCE OF 30.38 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'MCGRAY' FOUND ON THE SOUTHERLY CORNER OF THE 39.127 ACRE TRACT AND (CAP STAMP ~ VARIES) (NO REFERENCE FOUND) AT THE COMMON CORNER OF THE 39.127 ACRE TRACT AND THE 4.748 ACRE TRACT, FOR A NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 42° 58' 30" E, COINCIDENT WITH THE COMMON LINE OF THE 39.127 ACRE TRACT AND SAID RIGHT-OF-WAY, A DISTANCE OF 147.94 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET AT THE COMMON CORNER OF THE 39.127 ACRE TRACT AND A CALLED 811.38 ACRE TRACT OF LAND AS CONVEYED UNTO LASALLE HOLDINGS, LTD IN DOCUMENT NUMBER 0601869 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 65° 54' 20" E, COINCIDENT WITH THE COMMON LINE OF THE 39.127 ACRE TRACT AND SAID 811.38 ACRE TRACT, A DISTANCE OF 1,039.44 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, S 70° 19' 08" E, CONTINUING COINCIDENT WITH SAID COMMON LINE, A DISTANCE OF 90.62 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET AT THE COMMON CORNER OF THE 39.127 ACRE TRACT AND SAID 811.38 ACRE TRACT, AND A CALLED 230.0246 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID COMMON LINE, COINCIDENT WITH THE COMMON LINE OF THE 39.127 ACRE TRACT AND SAID PHASE 3A THE FOLLOWING TWELVE (12) COURSES:

- 1) S 03° 07' 47" W, A DISTANCE OF 446.25 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 2) N 86° 52' 13" W, A DISTANCE OF 25.00 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 3) S 08° 00' 23" W, A DISTANCE OF 50.18 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 4) N 86° 52' 13" W, A DISTANCE OF 60.67 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A POINT OF CURVATURE OF THE HEREIN DESCRIBED TRACT;
- 5) CURVING TO THE RIGHT WITH A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 206.4 FEET, A CENTRAL ANGLE OF 02° 15' 08", A CHORD BEARING OF N 85° 44' 39" W, AND A CHORD DISTANCE OF 50.18 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET AT THE END OF THIS CURVE FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 6) S 15° 34' 15" W, A DISTANCE OF 584.21 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 7) S 21° 26' 28" W, A DISTANCE OF 49.09 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 8) S 32° 05' 10" W, A DISTANCE OF 39.95 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 9) S 40° 14' 58" W, A DISTANCE OF 28.37 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;
- 10) S 43° 38' 16" W, A DISTANCE OF 181.43 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;
- 11) S 46° 21' 40" E, A DISTANCE OF 76.12 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
- 12) S 43° 48' 48" W, A DISTANCE OF 03.86 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED 'BGE INC'-SET ON THE FOREMENTIONED RIGHT-OF-WAY LINE OF YARRINGTON ROAD (COUNTY ROAD 159), AT THE COMMON CORNER OF THE 39.127 ACRE TRACT AND SUNSET OAKS SECTION 4, PHASE 3A FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 46° 48' 27" W, COINCIDENT WITH THE COMMON LINE OF THE 39.127 ACRE TRACT AND SAID RIGHT-OF-WAY, A DISTANCE OF 794.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.127 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT AG EHC II (LEN) MULTI STATE 2, LLC, ACTING BY AND THROUGH STEVEN S. BENSON, AUTHORIZED AGENT, BEING OWNER A 39.127 ACRE TRACT OF LAND OUT OF THE THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED DATED MAY 26, 2023 AND RECORDED IN DOCUMENT NUMBER 23019039 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 39.127 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAN SHOWN HEREON.

DO HEREBY ADOPT THIS PLAN DESIGNATING THE 39.127 ACRE TRACT AS SUNSET OAKS SECTION 4, PHASE 3B

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, PUBLIC EASEMENTS AND PUBLIC PLACES SHOWN HEREON UNLESS OTHERWISE INDICATED EITHER BY PLAT OR SEPARATE INSTRUMENT.

AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 20____.

AG EHC II (LEN) MULTI STATE 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY _____
STEVEN S. BENSON, THE MANAGER OF ESSENTIAL
HOUSING ASSET MANAGEMENT, LLC, AN
ARIZONA LIMITED LIABILITY COMPANY, THE
AUTHORIZED AGENT OF AG EHC II (LEN)
MULTI STATE 2, LLC

STATE OF _____,
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF _____, ON THIS DAY PERSONALLY APPEARED STEVEN S. BENSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME AND ADDRESS ARE SHOWN ABOVE, TOGETHER WITH _____, THAT HE
EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES ON: _____

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DION P. ALBERTSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY EMPLOYEES OF BGE, INC. AND THAT THE SAME IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S., NO. 4963
BGE, INC., 1000 PIEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216

DATE _____

SUNSET OAKS SECTION 4, PHASE 3B

A SUBDIVISION OF 39.127 ACRES OF LAND
LOCATED IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221,
HAYS COUNTY, TEXAS

ENGINEER'S CERTIFICATION:

I, CHELSEA OSBOURN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANEL 48209C0478F AND 48209C0479F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS.

CHELSEA OSBOURN, P.E. NO. 140360

ENGINEERING BY:

BSE, INC.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TEXAS 78744
TEXAS REGISTERED ENGINEERING FIRM E-1046

CITY OF SAN MARCOS:

CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 20____,
BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

CHAIRMAN _____ DATE _____ RECORDING SECRETARY _____ DATE _____

APPROVED:

DIRECTOR OF PLANNING AND
DEVELOPMENT SERVICES DEPARTMENT

ENGINEERING _____ DATE _____
AND CAPITAL IMPROVEMENTS

HAYS COUNTY:

CERTIFICATE OF APPROVAL:

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR THE SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER RESOURCES, THE CITY OF HAYS COUNTY HAS REQUESTED THAT THE SUBDIVISION DEVELOPER BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

DATE _____

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE _____

MAXWELL SPECIAL UTILITY DISTRICT

DATE _____

AQUA TEXAS

DATE _____

GENERAL NOTES:

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET MAXWELL W.S.C. SPECIFICATIONS.
2. TYPICAL LOT SIZE: 40'-10"
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL NOT BE GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BGE, INC., DATED OCTOBER 6, 2023 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOODS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY E.S.D. #5 AND HAYS C.I.S.D.
9. A 15 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY AND ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: CLAYSTONE TRAIL, GABRILO GARDENS, FELDSPAAR WAY AND CRIPPS VALLEY. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS TO THE CITY OF SAN MARCOS STANDARDS WILL BE CONSIDERED A VIOLATION OF PERMITS OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS, AND INCORPORATED AREAS, NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY PROVIDER INFORMATION:
WATER: MAXWELL W.S.C.
SEWER: AQUA TEXAS, INC.
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS E.T.J.
15. LOT 900, IS AN OPEN SPACE AND DRAINAGE EASEMENT LOT. THIS LOT SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND SAN MARCOS. THE PHASING AGREEMENT WAS FILED IN THE HAYS COUNTY CLERK'S OFFICE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACING.
17. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN PLICP. PERMIT #2020-33005.
19. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
20. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
21. THIS DEVELOPMENT FALLS WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
22. ALL ROADWAYS ARE TO BE DEDICATED TO HAYS COUNTY UPON COMPLETION
23. DATE OF PREPARATION JANUARY 14, 2021.
24. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
25. A BIKE LANE/SIDEWALK WILL BE INCLUDED ALONG YARRINGTON ROAD PER THE CITY OF SAN MARCOS THOROUGHFARE PLAN.
26. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT'S SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURE INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAIN AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

THE STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT _____.

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

BY _____
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



BGE, Inc.
1000 Piedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

BOND #: 6131050164

KNOW ALL MEN BY THESE PRESENTS, That we, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. as Principal and United States Fire Insurance Company

a Corporation of the State of Delaware, authorized to write Surety Bonds in the State of Texas, as Surety, are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of: _____

\$2,855,411.19 (Two Million Eight Hundred Fifty Five Thousand Four Hundred Eleven Dollars and Nineteen Cents) Lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrator, heirs, successors, and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To ensure completion of roadway and drainage improvements as itemized by the Subdivision Fiscal Estimate in connection with the Sunset Oaks 3B. Erosion/Sed Control, Drainage Improvements and Street Improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter of request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 25th day of August, 2023

PRINCIPAL:

Lennar Homes of Texas Land and Construction,
Ltd., a Texas limited partnership By: U.S. Home, LLC,
a Delaware limited liability company, its General Partner

By: 

Name and Title: Ken Blaker

Authorized Agent

SURETY:

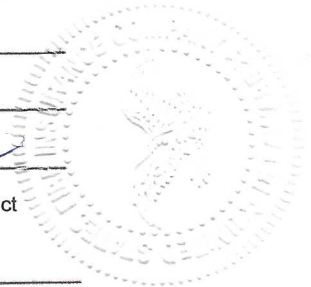
United States Fire Insurance Company

305 Madison Avenue

Moristown, NJ 07960

By: 

Name and Title: Mary Ann Garcia, Attorney-in-Fact



NOTE: Attach original Power of Attorney for Surety signatory

Name, mailing address and email address of registered agent of Surety in Texas:

Marsh USA LLC

2929 Allen Parkway

Suite 2500

Houston, Texas 77019

Email: mary.ann.garcia@marsh.com



AGENDA ITEM REQUEST FORM: **J. 1.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2208-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat. **SMITH/PACHECO**

Summary

Carol Oaks, Lot 6, Replat is a proposed subdivision plat consisting of 2 lots across 4.93 acres located along Carol Ann Drive in Austin and Precinct 4. Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter

RESUBDIVISION OF LOT 6 CAROL OAKS

PLAT INFORMATION:

TOTAL AREA: 4.93 ACRES
TOTAL NUMBER OF LOTS: 2
AVERAGE SIZE OF LOTS: 2.46 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 2
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

graphic
scale
0 100 200 300



SCALE: 1" = 100'

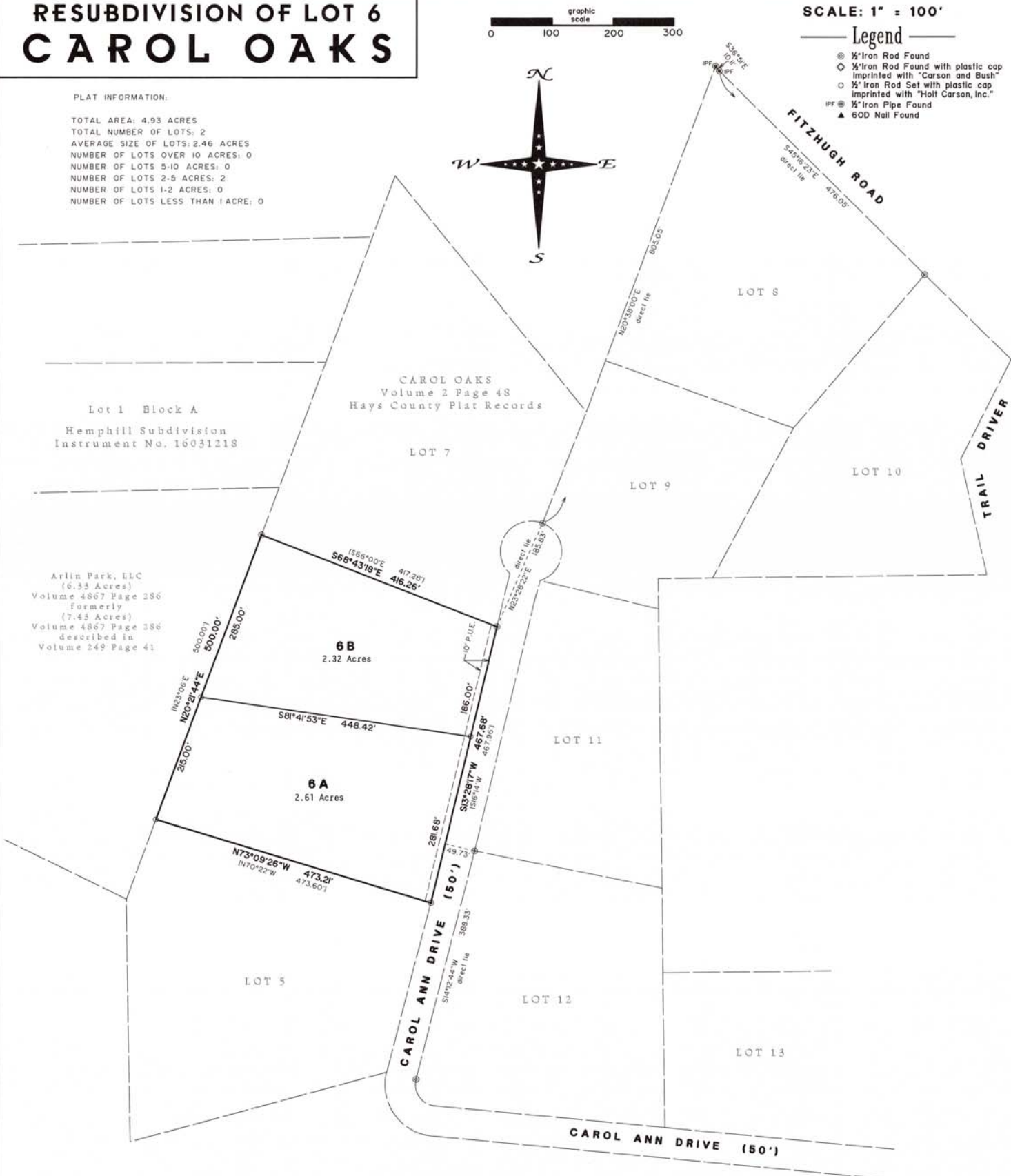
Legend

- ⊙ 1/2" Iron Rod Found
- ◇ 1/2" Iron Rod Found with plastic cap imprinted with "Carson and Bush"
- 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- IPF 1/2" Iron Pipe Found
- ▲ 60D Nail Found

Lot 1 Block A
Hemphill Subdivision
Instrument No. 16031218

Arlin Park, LLC
(6.33 Acres)
Volume 4867 Page 286
formerly
(7.45 Acres)
Volume 4867 Page 186
described in
Volume 249 Page 41

CAROL OAKS
Volume 2 Page 48
Hays County Plat Records



ORIENTATION NOTE:
The orientation for this plat was based upon
the State Plane Coordinate System.
(4204 -- Texas South Central Zone)

RESUBDIVISION OF LOT 6 CAROL OAKS

THE STATE OF TEXAS
THE COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS:
THAT WE, DELTON ARLIN GLASS AND MICHELLE GLASS, OWNERS OF LOT 6, CAROL OAKS,
A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED IN VOLUME 2 PAGE 48 OF THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, AS CONVEYED TO US BY GENERAL WARRANTY DEED
RECORDED IN INSTRUMENT No. 19020899 OF THE OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TEXAS,
DO HEREBY RESUBDIVIDE SAID LOT 6 IN ACCORDANCE WITH THE
ATTACHED MAP OR PLAT TO BE KNOWN AS

RESUBDIVISION OF LOT 6 CAROL OAKS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS
AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D., 20__.

DELTON ARLIN GLASS

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D., 20__.

MICHELLE GLASS

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DELTON ARLIN GLASS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT SHE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF
_____, A.D. 20__.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHELLE GLASS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF
_____, A.D. 20__.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF
AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY
OF _____ A.D. 2022, AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

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

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT ON THE ____ DAY OF _____, A.D. 20__, THE COMMISSIONER'S COURT
OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD
OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE
SAID COURT IN INSTRUMENT No. _____

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE
CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT
WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY
DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE
TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES
THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE
HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF HAYS COUNTY,
TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND
OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND
ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN
SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN
CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER
AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN
ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE
COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS
OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS,
ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF
CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER
SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER
QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY
TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN
WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE
BEST RENEWABLE WATER RESOURCE.

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

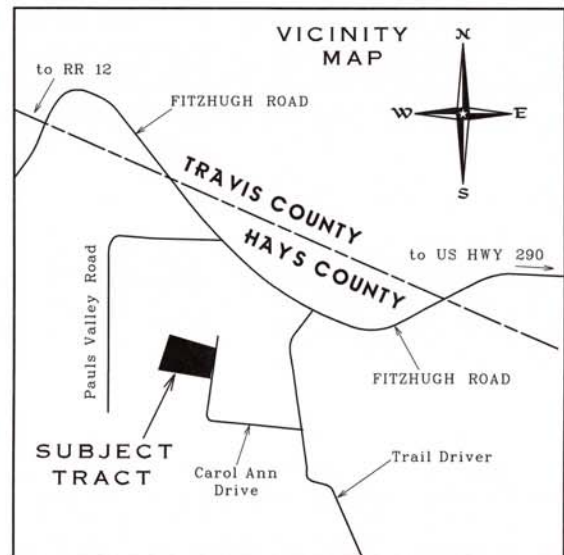
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL
ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS
AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE
EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS
INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR
FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No.
48209C D107 F, EFFECTIVE DATE OF SEPTEMBER 2, 2008, AS PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS
OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS
SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED
ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY HAYS COUNTY.
10. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE
REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE.
FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS
FOLLOWING THE FILING OF THE PLAT.
11. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES
DISTRICT No. 1 AND 6.

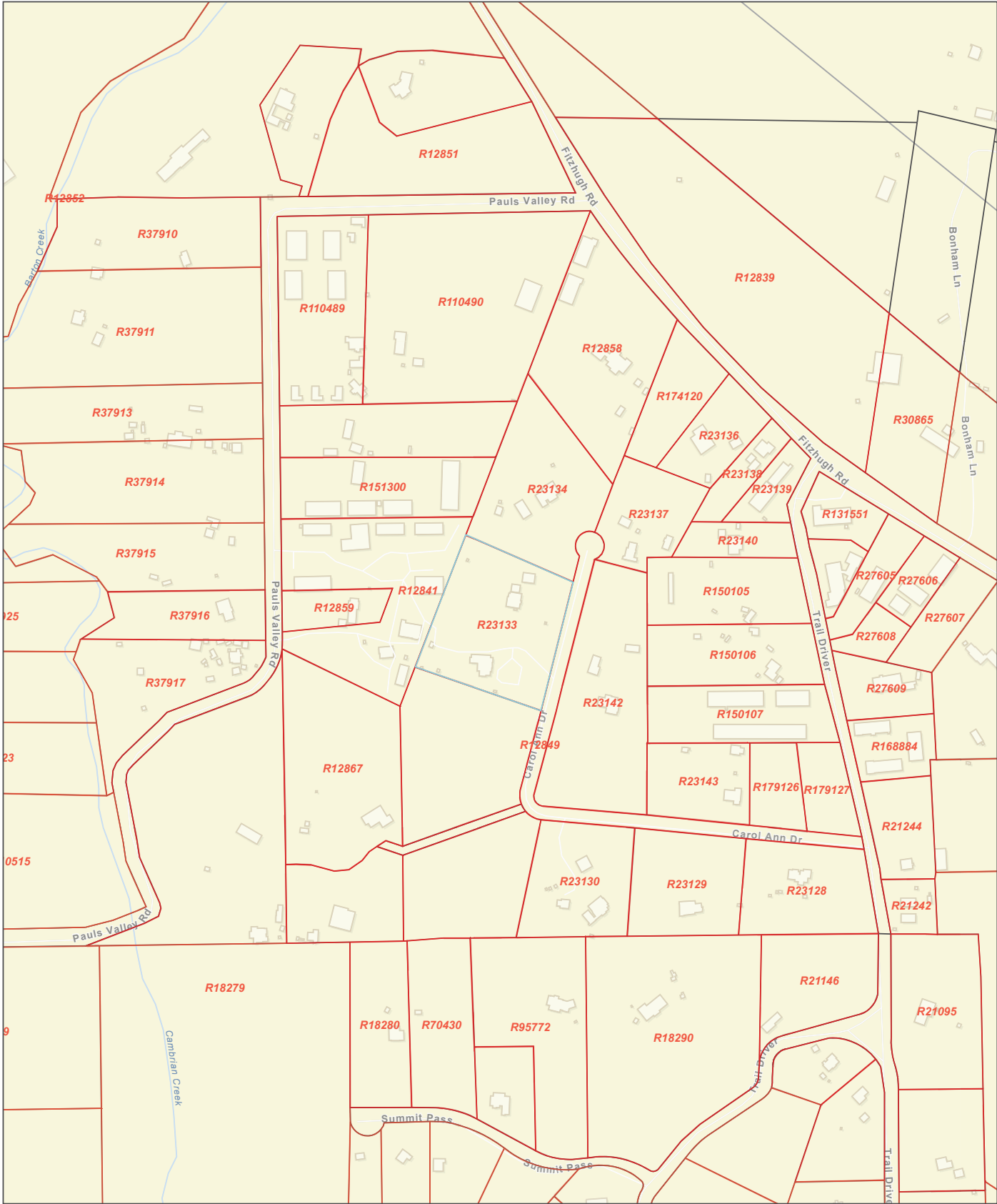


STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND
CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED
UNDER MY SUPERVISION.

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700

DATE

Hays CAD Web Map

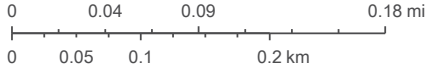


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Parcels

— Lot Lines

1:4,514



Esri Community Maps Contributors, City of Austin, Texas
Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP,
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc,
METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Commissioners Court Agenda Request

Meeting Date: September 19th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2208-PC; Call for a Public Hearing on October 10th, 2023 followed by discussion and possible action regarding the Carol Oaks, Lot 6, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Carol Oaks, Lot 6, Replat is a proposed subdivision plat located off Carol Ann Drive in Austin and Precinct 4.
- B) The proposed replat will establish 2 lots across 4.93 acres.
- C) Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on October 10th, 2023 and Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2293-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat. **SHELL/PACHECO**

Summary

272 AC Fitzhugh, Lots 18 & 28, Replat is a proposed subdivision plat consisting of 2 lots across 7.325 acres located along W. Fitzhugh Road in Dripping Springs and Precinct 3. Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter

REPLAT ESTABLISHING LOT 18R AND
LOT 28R, 272 AC FITZHUGH
BEING ALL OF LOT 18 AND LOT 28, 272 AC FITZHUGH RECORDED IN
INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS
THE PURPOSE OF THIS REPLAT IS RELOCATE DRAINAGE EASEMENTS.

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT MESA VERDE TEXAS LLC, WITH AN ADDRESS OF 5513 FOXFIELD LANE, AUSTIN, TEXAS 78738, OWNER OF LOT 18, 272 AC FITZHUGH RECORDED IN INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT LOT 18 TO BE KNOWN AS

LOT 18R, 272 AC FITZHUGH

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, JEFF F. KENT ACKNOWLEDGES THESE PRESENTS TO BE EXECUTED THEREUNTO DULY AUTHORIZED.

JEFF F. KENT
PO BOX 1707
DRIPPING SPRINGS, TEXAS 78860

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF F. KENT, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT MR. GLENN PREISLER AND LORI PREISLER, WITH AN ADDRESS OF 106 QUINTANA CT., MONTGOMERY, TEXAS 77316, OWNER OF LOT 18, 272 AC FITZHUGH RECORDED IN INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT LOT 18 TO BE KNOWN AS

LOT 18R, 272 AC FITZHUGH

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

GLENN PREISLER
106 QUINTANA CT.
MONTGOMERY, TX 77316

LORI PREISLER
106 QUINTANA CT.
MONTGOMERY, TX 77316

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF F. KENT, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

HAYS CAD: R16562
WILLIAM C. JARVIS AND JENNIFER A. JARVIS
CALLED 12.09 ACRES
VOL. 1840 PG. 170
OFFICIAL PUBLIC RECORDS

HAYS CAD: R175848
ROBERT JON & TASHA NICOLE MAYDONIK
CALLED 12.129 ACRES
DOC. NO. 22022253
OFFICIAL PUBLIC RECORDS

HAYS CAD: R1760931
STEVEN RICHARD & BRENNA BOX TROY
CALLED 12.300 ACRES
DOC. NO. 21019332
OFFICIAL PUBLIC RECORDS

STATE OF TEXAS
COUNTY OF HAYS

I, J. TRAVIS WILSON, P.E., A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NO. 48209, MAP NO. 482090202S AND 482090208F, HAYS COUNTY, TEXAS, DATED SEPTEMBER 2, 2005 AND SHALL BE CONTAINED WITHIN THE RIGHT-OF-WAY AND DRAINAGE EASEMENTS SHOWN HEREON.

LICENSED PROFESSIONAL ENGINEER
J. TRAVIS WILSON, P.E. NO. 97307
MILLER GRAY, LLC TIBELS FIRM NO. F-16302
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731
512-861-5300

STATE OF TEXAS
COUNTY OF HAYS

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

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.

05/17/2023

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.L.S., NO. 6344

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	165.41'	260.00'	036°27'05"	S08°04'14"E	162.64'
C2	321.03'	629.73'	029°12'30"	S11°41'31"E	317.56'
C3	28.50'	65.00'	025°07'30"	S15°28'29"W	28.28'
C4	192.23'	900.00'	012°41'16"	N16°35'11"E	191.87'
C5	91.99'	300.00'	017°34'11"	N19°15'08"E	91.63'
C6	54.81'	125.00'	025°07'30"	S15°28'29"E	54.38'
C7	285.84'	689.73'	023°44'42"	N08°57'37"W	283.80'

EASEMENT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L6	S58°28'26"E	52.08'
L7	S41°54'15"E	201.75'
L8	S51°26'22"E	108.67'
L9	S72°30'47"E	98.42'
L10	S81°36'00"E	206.54'
L11	S70°47'41"E	118.14'
L12	S82°48'46"E	104.45'
L13	S68°41'45"E	100.08'
L14	S63°00'23"E	92.31'
L15	S65°02'26"E	45.86'
L16	N65°02'26"W	76.05'
L17	N63°00'23"W	90.40'
L18	N68°41'45"W	89.67'
L19	N82°48'46"W	103.33'
L20	N70°47'41"W	118.78'
L21	N81°36'00"W	205.64'
L22	N72°30'43"W	114.35'
L23	N51°26'22"W	125.18'
L24	N41°54'43"W	198.01'
L25	N58°28'26"W	4.81'

RIGHT-OF-WAY & LOT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S10°09'19"W	20.61'
L2	S28°02'14"W	48.49'
L3	N01°00'28"W	30.00'
L4	S10°28'03"W	139.12'
L5	N28°02'14"E	65.53'

UTILITIES

WATER - PRIVATE ON-SITE WELLS
WASTEWATER - PRIVATE ON-SITE SEWAGE FACILITIES
ELECTRIC - FEDERNALES ELECTRIC COOPERATIVE

LOT SIZE CATEGORIES

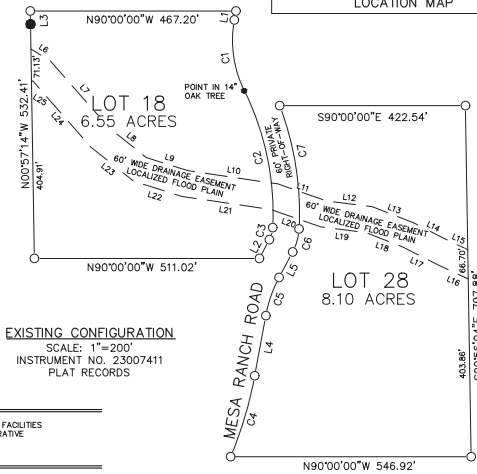
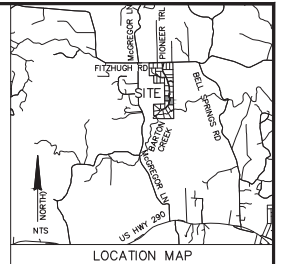
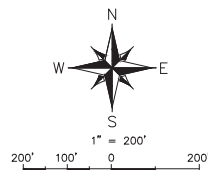
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 7.325
0 LOTS LARGER THAN 10.0 ACRES
2 LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
0 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

OWNER/DEVELOPER

MESA VERDE TEXAS LLC
5513 FOXFIELD LANE
AUSTIN, TEXAS 78738

LEGEND

- FOUND 1/2" IRON ROD W/ A YELLOW "W" PLASTIC CAP
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)



EXISTING CONFIGURATION

SCALE: 1"=200'
INSTRUMENT NO. 23007411
PLAT RECORDS

GENERAL NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 3) A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS, A FIVE (5) WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO EACH SIDE LOT LINE AND A TEN (10) PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL REAR LOTS LINES ON ALL LOTS.
- 4) HAYS COUNTY REQUIRES A MINIMUM 25' FRONT BUILDING SETBACK LINE.
- 5) A ONE-HUNDRED AND FIFTY (150') FOOT WIDE SETBACK IS REQUIRED FROM BARTON CREEK TO ALL EFFLUENT DISPOSAL AREAS FOR OSSF SYSTEMS.
- 6) NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANELS 482090202S DATED SEPTEMBER 2, 2005 AND 482090208F DATED SEPTEMBER 2, 2005.
- 7) TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, AND RIGHT-OF-WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR HOME OWNERS ASSOCIATION.
- 8) DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 721.
- 9) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
- 10) MAILBOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
- 11) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 12) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 13) THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 1 & 6.
- 14) THIS TRACT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 15) THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR MUNICIPALITY.
- 16) MESA VERDE TEXAS LLC, BY FILING THIS RECORD DOCUMENT, AND ALL FUTURE OWNERS OF THIS PROPERTY, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADWAYS SHOWN ON THIS APPROVED DEVELOPMENT PLAN UNTIL AND UNLESS [OWNER] AND/OR THE PROPERTY OCCUPANTS OR TENANTS HAVE IMPROVED THE ROADWAYS TO THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADWAYS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAYS, WITH ALL REQUIRED RIGHT-OF-WAY AND BUILDING SETBACKS, HAVE BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS PUBLIC ROADWAYS. MESA VERDE TEXAS LLC AND ALL FUTURE OWNERS OF PROPERTY THEREIN THE LIMITS OF THE APPROVED DEVELOPMENT PLAN SHALL LOOK SOLELY TO THE [OWNER OR ENTITY ENTERING INTO MAINTENANCE AGREEMENT WITH THE COUNTY] FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADWAYS INCLUDED IN THIS DEVELOPMENT PLAN.
- 17) POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
- 18) 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.
- 19) ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
- 20) ALL ROADS IN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS.

DRIVEWAY PERMIT STATEMENT

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

WATER/WASTEWATER NOTE

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING THE AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED, AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

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

DATE

MARCUS PADRERO, DIRECTOR OF DEVELOPMENT SERVICES
HAYS COUNTY DEVELOPMENT SERVICES

DATE

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS. HAYS COUNTY ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF THE CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

WCR
LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
830-833-3010 INFO@WCRLANDSURVEYING.COM
TIBELS FIRM #0194135

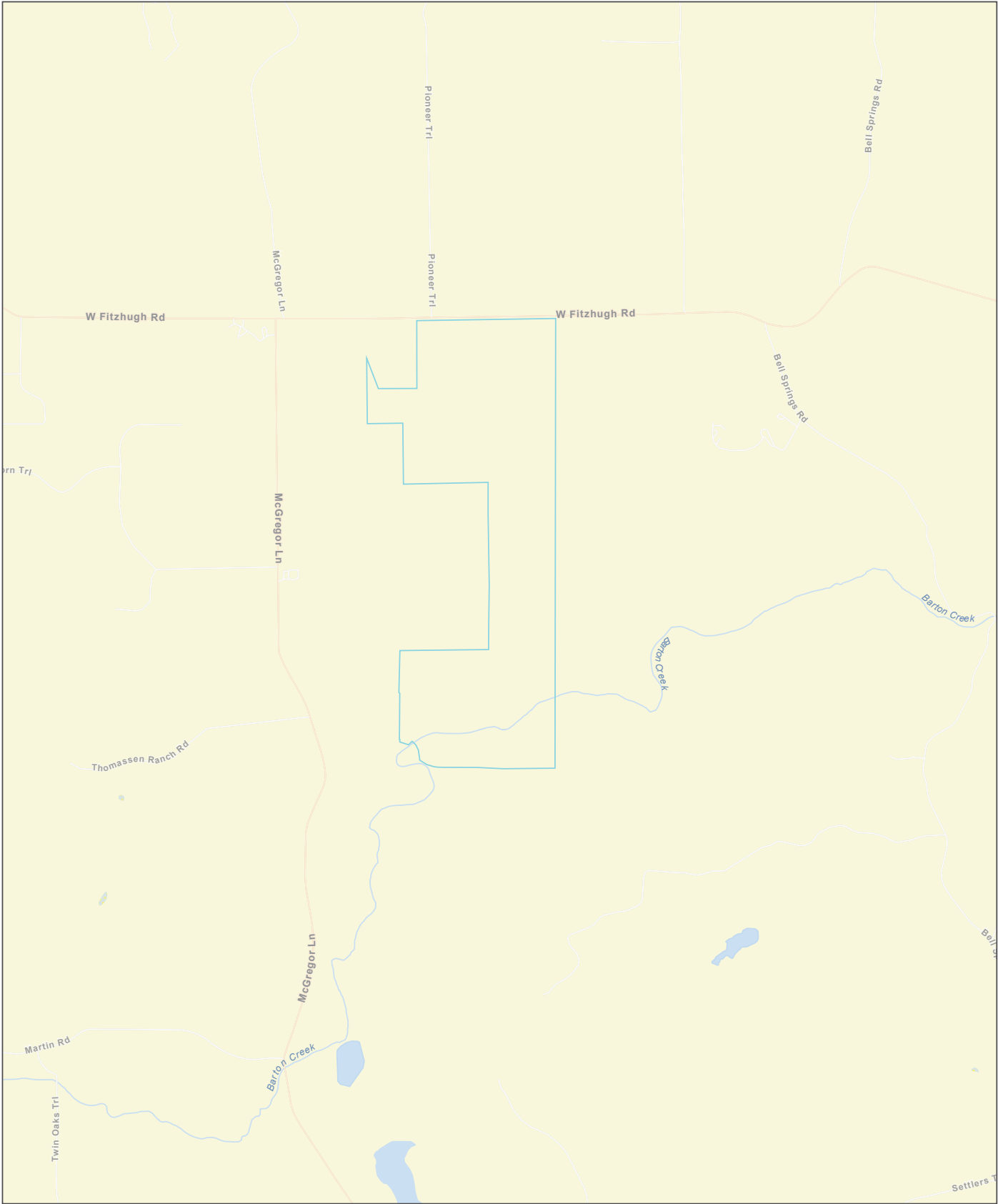
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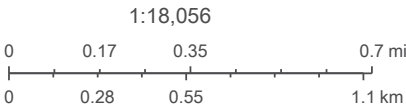
CHECKED BY: CJJ

SHEET: 1 OF 1

Hays CAD Web Map



9/14/2023, 12:30:22 PM



Esri Community Maps Contributors, City of Austin, Texas
Parks & Wildlife, CONANP, Esri, HERE, Garmin,
SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,
EPA, NPS, US Census Bureau, USDA

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Commissioners Court Agenda Request

Meeting Date: September 19th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2293-PC; Call for a Public Hearing on October 10th, 2023 followed by discussion and possible action regarding the 272 AC Fitzhugh, Lots 18 & 28, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) 272 AC Fitzhugh, Lots 18 & 28, Replat is a proposed subdivision plat located off W. Fitzhugh Road in Dripping Springs and Precinct 3.
- B) The proposed replat will establish 2 lots across 7.325 acres.
- C) Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing on October 10th, 2023 and Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Marcus Pacheco, Director of Development Services

Sponsor:

Commissioner Smith

Agenda Item

PLN-2313-NP; Discussion and possible action regarding the Hawk Ridge, Phase 2, Final Plat (27 Lots). **SMITH/PACHECO**

Summary

Hawk Ridge, Phase 2 is a proposed 27 lot subdivision located off of Evergreen Way in Precinct 4. Water utility will be provided by West Travis County Public Utility Agency. Wastewater treatment will be achieved by individual on-site sewage facilities.

Attachments

Cover Letter
Location Map
Plat
Application Disapproved Letter



Hays County Commissioners Court Agenda Request

Meeting Date: September 19th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2313-NP; Discussion and possible action regarding the Hawk Ridge, Phase 2, Final Plat (27 Lots).

BACKGROUND/SUMMARY OF REQUEST:

- A) Hawk Ridge, Phase 2 is a proposed 27 lot subdivision located off of Evergreen Way in the Austin postal area and in Precinct 4.
- B) Water utility will be provided by West Travis County Public Utility Agency.
- C) Wastewater treatment will be achieved by individual on-site sewage facilities.

STAFF COMMENTS:

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

Staff recommends Disapproval of the final plat.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

Plat Review Comment Letter

PAGE 1 of 3 1066128plat

Phase 2

CURVE DATA

- | | | | | | | | | | | | | | |
|---|---|---|--|---|---|---|--|---|--|---|--|---|---|
| ① | A: 27°48.31"
R: 330.00°
T: 23.00°
C: 158.60°
A: 160.17°
CB: 575°48.21°E | ② | A: 2°27.19°
R: 330.00°
T: 23.00°
C: 14.14°
A: 14.14°
CB: 563°07.45°E | ③ | A: 25°21.12°
R: 330.00°
T: 23.00°
C: 144.64°
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CB: 577°02.01°E | ④ | A: 23.32.08°
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T: 23.00°
C: 36.40°
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T: 23.00°
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CB: N4°54.22°W | ⑨ | A: 10°30.10°
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| ⑮ | A: 63°07.45°
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T: 24.66°
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CB: 522°51.04°W | ⑲ | A: 76°10.09°
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C: 486.93°
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CB: 570°37.39°W |
| ㉒ | A: 7°16.51°
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CB: 528°49.54°E | ㊴ | A: 60°18.21°
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| ㊸ | A: 49°40.47°
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R: 60.00°
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C: 72.80°
A: 79.49°
CB: 536°34.32°W | ㊼ | A: 48°02.35°
R: 60.00°
T: 60.00°
C: 48.85°
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R: 60.00° | | |

DRAINAGE EASEMENT
NUMBERED COURSES

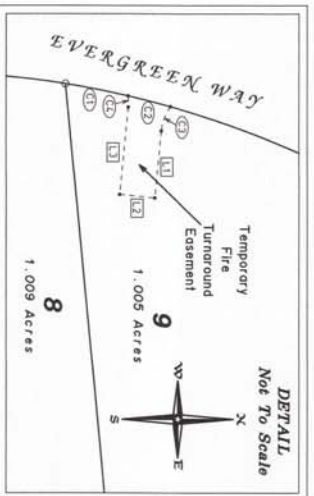
1	11	84.56	2.13	W	30.90
2	12	87.55	1.3	W	26.29
3	13	89.00	2.1	E	18.73
4	14	89.09	27	E	15.80
5	15	89.46	1	E	15.78
6	16	93.41	1.6	E	25.69
7	17	95.27	16.5	E	23.03
8	18	95.27	16.5	E	23.03
9	19	85.26	13	W	29.78
10	20	85.26	13	E	29.78
11	21	85.26	13	E	29.78
12	22	85.26	13	E	29.78
13	23	85.26	13	E	29.78
14	24	85.26	13	E	29.78
15	25	85.26	13	E	29.78
16	26	85.26	13	E	29.78
17	27	85.26	13	E	29.78
18	28	85.26	13	E	29.78
19	29	85.26	13	E	29.78
20	30	85.26	13	E	29.78
21	31	85.26	13	E	29.78
22	32	85.26	13	E	29.78
23	33	85.26	13	E	29.78
24	34	85.26	13	E	29.78
25	35	85.26	13	E	29.78
26	36	85.26	13	E	29.78
27	37	85.26	13	E	29.78
28	38	85.26	13	E	29.78
29	39	85.26	13	E	29.78
30	40	85.26	13	E	29.78
31	41	85.26	13	E	29.78
32	42	85.26	13	E	29.78
33	43	85.26	13	E	29.78
34	44	85.26	13	E	29.78
35	45	85.26	13	E	29.78
36	46	85.26	13	E	29.78
37	47	85.26	13	E	29.78
38	48	85.26	13	E	29.78
39	49	85.26	13	E	29.78
40	50	85.26	13	E	29.78
41	51	85.26	13	E	29.78
42	52	85.26	13	E	29.78
43	53	85.26	13	E	29.78
44	54	85.26	13	E	29.78
45	55	85.26	13	E	29.78
46	56	85.26	13	E	29.78
47	57	85.26	13	E	29.78
48	58	85.26	13	E	29.78
49	59	85.26	13	E	29.78
50	60	85.26	13	E	29.78
51	61	85.26	13	E	29.78
52	62	85.26	13	E	29.78
53	63	85.26	13	E	29.78
54	64	85.26	13	E	29.78
55	65	85.26	13	E	29.78
56	66	85.26	13	E	29.78
57	67	85.26	13	E	29.78
58	68	85.26	13	E	29.78
59	69	85.26	13	E	29.78
60	70	85.26	13	E	29.78
61	71	85.26	13	E	29.78
62	72	85.26	13	E	29.78
63	73	85.26	13	E	29.78
64	74	85.26	13	E	29.78
65	75	85.26	13	E	29.78
66	76	85.26	13	E	29.78
67	77	85.26	13	E	29.78
68	78	85.26	13	E	29.78
69	79	85.26	13	E	29.78
70	80	85.26	13	E	29.78
71	81	85.26	13	E	29.78
72	82	85.26	13	E	29.78
73	83	85.26	13	E	29.78
74	84	85.26	13	E	29.78
75	85	85.26	13	E	29.78
76	86	85.26	13	E	29.78
77	87	85.26	13	E	29.78
78	88	85.26	13	E	29.78
79	89	85.26	13	E	29.78
80	90	85.26	13	E	29.78
8					

TURNAROUND EASEMENT
NUMBERED COURSES

L1	S 84°20'52" E - 38.08'
L2	S 05°39'08" W - 20.00'
L3	N 84°20'51" W - 49.61'

TURNAROUND EASEMENT CURVE DATA

- | | | | | |
|------|--|--|---|---|
| (C1) | <p>A: 3°50'37"
 R: 540.00°
 T: 18.12°
 C: 36.22°
 A: 36.23°
 CB:10°57'59"E</p> | <p>A: 2°37'58"
 R: 540.00°
 T: 1°41'
 C: 24.81°
 A: 24.81°
 CB:N14°12'18"E</p> | <p>A: 30°17'32"
 R: 28.00°
 T: 7.58°
 C: 14.53°
 A: 14.80°
 CB:58°9'12.05"E</p> | <p>A: 12°57'16"
 R: 28.00°
 T: 3.18°
 C: 6.32°
 A: 6.33°
 CB:58°9'10.29"W</p> |
|------|--|--|---|---|



PLAT INFORMATION:

TOTAL AREA: 36.50 ACRES
TOTAL NUMBER OF LOTS: 27
AVERAGE SIZE OF LOTS: 1.426 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 1
NUMBER OF LOTS 2-5 ACRES: 0
NUMBER OF LOTS 1-2 ACRES: 26
NUMBER OF LOTS LESS THAN 1 ACRE: 0

STREETS	ROW	WIDTH	LENGTH	TYPE
EVERGREEN WAY	60'	1,687'	Local Street	
KESTREL COVE	60'	260'	Local Street	
TALON COVE	60'	257'	Local Street	
KRIDERS COVE	60'	116'	Local Street	

ORIENTATION NOTE:

The orientation for this plot was based upon the State Plane Coordinate System, 14204 -- Texas South Central Zone)



THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS,
THAT, CATHERINE STEVEN VENTURES, LLC, OWNER OF THAT CERTAIN 38.50 ACRES TRACT OF LAND OUT OF THE LAMAR MOORE SURVEY ABSTRACT NO. 323 IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 20059201 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

Hawk Ridge Phase 2

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

KIRBY WALLS Authorized Agent for
CATHERINE STEVEN VENTURES, LLC
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78737

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, HAYS, TEXAS, DO HEREBY CERTIFY THAT CATHERINE STEVEN VENTURES, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ANDREW DOOSON, PE
DOOSON CIVIL GROUP
TX FIRM 20870

DATE

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700



DATE

6-01-2023

PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL NO. 48209C DATED 7/1/05, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ADVANCED ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 791.
10. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
11. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
12. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED T-POST OR FHWA DESIGN.
13. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. POST DEVELOPMENT CONDITION FOR 2, 3, 10, 15 AND 100 YEAR STORM EVENTS, PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
15. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
16. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND 6.

Hawk Ridge Phase 2

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGON UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

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

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D., 20____, AT ____ O'CLOCK ____ M IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____.

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

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____ A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN INSTRUMENT NO. _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CHANNELS OF RIVERS, CREEKS, AND DRAINAGE CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE OPEN TO PUBLIC ACCESS. PUBLICLY DEDICATED ROADWAY UNLESS LAID DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AS WELL AS THE LOCAL LAWS, ORDINANCES, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

PRIVATELY MAINTAINED PAVED STREETS:

CATHERINE STEVEN VENTURES, LLC, BY FILING THIS PLAT OF RECORD AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL, AND UNLESS CATHERINE STEVEN VENTURES, LLC AND/OR THE HAWK RIDGE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCORDED BY THE COUNTY, AS A PUBLIC STREET. CATHERINE STEVEN VENTURES, LLC AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE HAWK RIDGE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved

Owner Information:

Catharine Steven Ventures, LLC (Kirby Walls)

801 Polo Club Drive, Austin TX 78737

kirby@kirbywalls.com

Date: 9/15/2023

Project ID: PLN-2313-NP

Application Type: New Subdivision

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Disapproved. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the [MyGovernmentOnline](#) Customer Portal.

9-1-1 Street Name Review

1. 911 Technical review approved 8/31/2023

Digital Data Review

1. The digital data is denied due to the following:
Lot 8 has duplicate polygons in the "LOTS" layer, please remove one of them. Per Section 3.3 of the Hays County Digital Data Submission Standards, there shall be the same amount of lots in the digital file as reflected in the plat/application.
You can find the most up-to-date Hays County Digital Data Submission Standards here:
<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

Floodplain Review

1. Technical Review Floodplain approved.

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

1. **Per Hays County Development Regulations Chapter 705 § 8.03 (D):** Construction plans, specifications and cost estimates, prepared by a Texas licensed professional engineer, and financial assurance documentation, if required, in accordance with Chapter 721.
Cost Estimates have yet to be approved.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

2. Per Hays County Development Regulations Chapter 731 § 4.03 Performance Assurance:

Applicant or Permittee shall post an acceptable financial assurance mechanism in an amount equal to 100% of the estimated construction costs of the public infrastructure and related improvements. The Commissioners Court must approve each application to post such a performance assurance and the performance assurance mechanism shall remain in effect until the public infrastructure and related improvements have been accepted by the County and the Performance Assurance released pursuant to Subchapter 3.

Final Plat approval may not be granted until Construction Plans and Cost Estimates are approved and Fiscal Surety accepted in Commissioners Court.

Transportation Review

- 1. Per Hays County Development regulations, chapter 725.3.01, submit the drainage report.**
Please revise and resubmit. The submitted report does not include fully developed conditions and a comparison between existing and full developed.
- 2. Per Hays County Development regulations chapter 705.5.03,** add ROW widths to the plan view of the roadways.
- 3. Per Hays County Fire Code and the COA,** The temporary turn around does not meet minimum dimensional specifications.
- 4. Per Hays County Development regulations chapter 705.5.03,** submit a roadway design report prepared in accordance with Chapter 721, unless exempted pursuant to Chapter 721. The report shall include a statement of compliance with Hays County, AASHTO, ADA, and 2018 IFC requirements.
The submitted report does not indicate compliance with the 2018 IFC. Please revise and resubmit.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,



Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Agenda Item:

Discussion and possible action to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2024 related to Indigent health care costs' authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4). **SHELL**

Summary:

Dedicated funds are budgeted each year to be used for payments to CSRSM associated with providing indigent health care through the Indigent Program at the Live Oak Community Clinic. The Letter of Agreement authorizes the transfer of budgeted funds.

Fiscal Impact:

Amount Requested: \$2,000,000

Line Item Number: 120-675-00.5801

Budget Office:

Source of Funds: Family Health Services Fund (GEN Transfer)

Budget Amendment Required Y/N?: No

Comments: Funds are budgeted during the annual budget process for this commitment.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Texas Health and Safety Code Chapter 61 and Texas Local Government Code 262.024 (a)(4) discretionary exemption

G/L Account Validated Y/N?: Yes, Health Care Program Services

New Revenue Y/N?: N/A

Comments:

Attachments

Agreement-CSRSM

LETTER OF AGREEMENT
BETWEEN
HAYS COUNTY AND CHRISTUS SANTA ROSA HOSPITAL-SAN MARCOS

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and CHRISTUS Santa Rosa Hospital-San Marcos (**CSRSM**) to ensure CSRSM's provision of high-quality health care to the residents of the County who are eligible for benefits for the County's Fiscal Year 2024 budget period.

To enhance the health care available in the County, CSRSM provides hospital care to Indigent Residents at CSRSM at no cost to the patient. Additionally, CSRSM provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CSRSM's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CSRSM shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CSRSM's provision of Indigent Health Services, the County will pay to CSRSM two million dollars (\$2,000,000) (the **Payment**).

CHRISTUS Santa Rosa Hospital -San Marcos

Hays County

Anne Pileggi
President, CSRSM

Ruben Becerra
Hays County Judge

Date

Date

Ricardo Villarreal
Vice President of Finance, CSRSM

Date

ATTEST:

County Clerk



AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to adopt an order of the Commissioners Court of Hays County, Texas accepting and approving the 2023 Annual Service Plan Update to the Service and Assessment Plan (SAP) including updated Major Improvement Area assessment roll, Neighborhood Improvement Area #1 assessment roll, Neighborhood Improvement Area #2 assessment roll, and Neighborhood Improvement Area #3 assessment roll for the La Cima Public Improvement District (PID); making and adopting findings; providing a cumulative repealer clause; and providing an effective date. **SHELL**

Summary

Attachments

Order Approving La Cima SAP 2023 Update

ORDER NO. _____

**AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS
ACCEPTING AND APPROVING THE 2023 ANNUAL SERVICE PLAN UPDATE TO
THE SERVICE AND ASSESSMENT PLAN, INCLUDING UPDATED MAJOR
IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT
AREA #1 ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #2
ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #3
ASSESSMENT ROLL FOR THE LA CIMA PUBLIC IMPROVEMENT DISTRICT;
MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER
CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

RECITALS

WHEREAS, after due notice as required by Chapter 372, Texas Local Government Code, as amended (the “PID Act”), and the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the “Open Meetings Act”), the Commissioners Court (the “Commissioners Court”) of Hays County, Texas (the “County”) held a public hearing on September 2, 2014 and continued on September 23, 2014 on the advisability of the public improvements and services described in the petition as required by Section 372.009 of PID Act, and on September 23, 2014 made the findings required by Section 372.009(b) of the PID Act and, by resolution (the “Authorization Resolution”) adopted by a majority of the members of the Commissioners Court, authorized and created the “La Cima Public Improvement District” (the “District”) in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on September 28, 2014, the County published the Authorization Resolution as required by law; and

WHEREAS, no objection was made by the City of San Marcos, Texas to the creation of the District within 30 days of the County’s action approving the Authorization Resolution; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on July 14, 2015 and then recessed and continued the hearing to July 21, 2015, regarding the levy of special assessments against benefitted property located in the District (the “Major Improvement Area Assessments”); and

WHEREAS, on July 21, 2015, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a service and assessment plan for the District (as amended and updated from time to time, the “Initial Service and Assessment Plan”), approving the assessment roll attached thereto (the “Major Improvement Area Assessment Roll”) and levying Major Improvement Area Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on March 20, 2018, regarding the levy of special assessments against

benefitted property located in Neighborhood Improvement Area #1 of the District (the “Neighborhood Improvement Area #1 Assessments”); and

WHEREAS, on March 20, 2018, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a Service and Assessment Plan Update for Neighborhood Improvement Area #1, approving the assessment roll attached thereto (the “Neighborhood Improvement Area #1 Assessment Roll”) and levying Neighborhood Improvement Area #1 Assessments on the Assessed Property within Neighborhood Improvement Area #1 of the District; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on February 25, 2020, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Assessments”); and

WHEREAS, on February 25, 2020, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a Service and Assessment Plan Update for Neighborhood Improvement Area #2, approving the assessment roll attached thereto (the “Neighborhood Improvement Area #2 Assessment Roll”) and levying Neighborhood Improvement Area #2 Assessments on the Assessed Property within Neighborhood Improvement Area #2 of the District; and

WHEREAS, in connection with the County’s issuance of its “Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project)”, on October 20, 2020, the Commissioners Court adopted an order accepting and approving the 2020 Amended and Restated Service and Assessment Plan for the District (the “2020 Service and Assessment Plan”), which amended and restated the Initial Service and Assessment Plan in its entirety, and updating the assessment rolls for the District; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on September 13, 2022, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #3 of the District (the “Neighborhood Improvement Area #3 Assessments,” and, together with the Major Improvement Area Assessments, the Neighborhood Improvement Area #1 Assessments and the Neighborhood Improvement Area #2 Assessments, the “Special Assessments”); and

WHEREAS, on September 13, 2022, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (the “2022 Service and Assessment Plan”), which amended and restated the 2020 Service and Assessment Plan in its entirety, approving the assessment roll for Neighborhood Improvement Area #3 attached thereto (the “Neighborhood Improvement Area #3 Assessment Roll” and, together with the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll, the “Assessment Rolls”) and levying Neighborhood Improvement Area #3 Assessments on the Assessed Property within Neighborhood Improvement Area #3 of the District; and

WHEREAS, in connection with the County's issuance of its "Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)", on December 6, 2022, the Commissioners Court adopted an order accepting and approving the La Cima Public Improvement District December 2022 Amended and Restated Service and Assessment Plan (as amended and updated from time to time, the "Service and Assessment Plan"), which amended and restated the 2022 Service and Assessment Plan in its entirety, and updating the Assessment Rolls for the District; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the Commissioners Court is required to at least annually update the Service and Assessment Plan, including the Assessment Rolls (each, an "Annual Service Plan Update"); and

WHEREAS, the County has selected a third-party administrator (the "Administrator") to assist the County in the management and administration of public improvement districts, including preparation of Annual Service Plan Updates; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the Commissioners Court now wishes to adopt an order accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023, including updates to the Assessment Rolls, in the form attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

SECTION 1. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the recitals above are incorporated in this Order for all purposes as if the same were restated in full in this Section and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "La Cima Public Improvement District 2023 Annual Service Plan Update" (the "2023 Annual Service Plan Update"), attached hereto as Exhibit A, is hereby accepted and approved pursuant to the PID Act.

SECTION 4. Assessment Rolls. The Assessment Rolls, attached as Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 to the 2023 Annual Service Plan Update, are hereby accepted and approved pursuant to the PID Act. The Administrator is hereby authorized to deliver the Assessment Rolls to the Hays County Tax Assessor-Collector for the billing and collection of the Special Assessments.

SECTION 5. Filing in Land Records. The County Clerk is hereby authorized and directed to cause a copy of this Order, including the 2023 Annual Service Plan Update and the Assessment Rolls, to be filed with the County Clerk, not later than the seventh day after the date the Commissioners Court adopts this Order approving the 2023 Annual Service Plan Update. The County Clerk is further hereby authorized and directed to similarly file each Annual Service Plan

Update approved by the Commissioners Court not later than the seventh day after the date that the Commissioners Court approves each Annual Service Plan Update (or as otherwise required by the PID Act).

SECTION 6. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 8. Cumulative Repealer. This Order shall be cumulative of all other Orders and shall not repeal any of the provisions of such Orders except for those instances where there are direct conflicts with the provisions of this Order. Orders or parts thereof in force at the time this Order shall take effect and that are inconsistent with this Order are hereby repealed to the extent that they are inconsistent with this Order. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Order on the date of adoption of this Order shall continue to be governed by the provisions of that Order and for that purpose the Order shall remain in full force and effect.

SECTION 9. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 10. Effective Date. This Order shall take effect, and the provisions and terms of the 2023 Annual Service Plan Update shall be and become effective upon passage and execution hereof.

[Execution page follows.]

ADOPTED, PASSED, AND APPROVED on this the 19th day of September, 2023.

HAYS COUNTY, TEXAS

County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

EXHIBIT A

**LA CIMA PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE**



LA CIMA
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE
SEPTEMBER 19, 2023

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the December 2022 Amended and Restated Service and Assessment Plan (the “2022 SAP”).

On September 23, 2014, the Commissioners Court of the County approved Resolution No. 30162 creating the District in accordance with the PID Act to finance certain Authorized Improvements for the benefit of certain property within the District.

On July 21, 2015, the Commissioners Court approved the Original Service and Assessment Plan for the District and levied Special Assessments to finance the Major Improvements to be constructed for the benefit of the Assessed Parcels within the District. The Original Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The County also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the Original Service and Assessment Plan.

On March 20, 2018, the Commissioners Court approved the Neighborhood Improvement Area #1 Service and Assessment Plan, which performed the following: (1) added Neighborhood Improvement Area #1, (2) identified the budgets for Authorized Improvements in Neighborhood Improvement Area #1, (3) levied Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and (4) added the Neighborhood Improvement Area #1 Assessment Roll.

On September 25, 2018, the Commissioners Court approved the 2018 Annual Service Plan Update. The 2018 Annual Service Plan Update updated the Assessment Roll for 2018.

On August 23, 2019, the Commissioners Court approved the 2019 Annual Service Plan Update. The 2019 Annual Service Plan Update updated the Assessment Roll for 2019.

On February 25, 2020, the Commissioners Court approved the Neighborhood Improvement Area #2 Service and Assessment Plan, which (1) added Neighborhood Improvement Area #2 to the District, (2) identified the budgets for Authorized Improvements benefitting Neighborhood Improvement Area #2, (3) levied Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and (4) updated the Assessment Roll with the Neighborhood Improvement Area #2 Assessment Roll.

On October 20, 2020, the Commissioners Court approved the 2020 Amended and Restated Service and Assessment Plan, which (1) amended and restated the Original Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (2) amended and restated the Neighborhood Improvement Area #1 Service and Assessment Plan, as

updated, amended and supplemented from time to time, in its entirety, (3) amended and restated the Neighborhood Improvement Area #2 Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (4) reflected the issuance of the Neighborhood Improvement Area #1-2 Bonds, and (5) updated the Assessment Roll for the District.

On July 27, 2021, the Commissioners Court approved the 2021 Service and Assessment Plan Update. The 2021 Service and Assessment Plan Update updated the Assessment Rolls for 2021.

On September 13, 2022, the Commissioners Court approved the Initial 2022 Amended and Restated Service and Assessment Plan which (1) amended and restated the 2020 Amended and Restated Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (2) identified the budget for the Neighborhood Improvement Area #3 Improvements, (3) identified the Neighborhood Improvement Area #3 Special Assessments to be levied on Neighborhood Improvement Area #3 Assessed Property, (4) updated the Assessment Rolls for the District and (5) served as the 2022 Annual Service Plan Update.

On December 6, 2022, the Commissioners Court approved the December 2022 Amended and Restated Service and Assessment Plan which (1) amended and restated the Initial 2022 Amended and Restated Service and Assessment Plan in its entirety, (2) reflected the issuance of the Neighborhood Improvement Area #3 Initial Bonds, and (3) updated the Assessment Rolls for the District.

The Act requires a service plan (the “Service Plan”) to (i) cover a period of at least five years, (ii) define the annual indebtedness and projected cost of the Authorized Improvements and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended.

The 2022 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2022 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

This 2023 Annual Service Plan Update also updates the Assessment Rolls for 2023.

PARCEL SUBDIVISION

Major Improvement Area

- The final plat for La Cima Multifamily consists of 21.3104 acres within Hays County and was recorded in the official public records of Hays County on July 12, 2022. See **Exhibit C – 1** for the approved Multifamily plat.

Neighborhood Improvement Area #1

- The final plat for La Cima Phase 1 - Section 1 consists of 130 Residential Lots and 10 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on December 27, 2017. 65 units are classified as Lot Type 1, 65 units are classified as Lot Type 2, and 10 units are classified as Open Space.
- The final plat for La Cima Phase 1 - Section 2 consists of 101 Residential Lots and 7 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on December 18, 2019. 77 units are classified as Lot Type 3, 24 units are classified as Lot Type 4, and 7 units are classified as Open Space.

Neighborhood Improvement Area #2

- The final plat for La Cima Phase 2 - Section A consists of 128 Residential Lots and 4 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on May 15, 2021. 124 units are classified as Lot Type 5, 2 units are classified as Lot Type 6, 2 units are classified as Lot Type 7, and 4 units are classified as Open Space.
- The final plat for La Cima Phase 2 - Section B consists of 120 Residential Lots and 9 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on October 28, 2020. 120 units are classified as Lot Type 6, and 9 units are classified as Open Space.

Neighborhood Improvement Area #3

- The final plat for La Cima Phase 3 – Section A consists of 173 Residential Lots and 7 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on October 12, 2022. See **Exhibit C – 2** for the approved Phase 3 Section A plat.
- The final plat for La Cima Phase 3 – Section B consists of 75 Residential Lots and 3 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on October 12, 2022. See **Exhibit C – 3** for the approved Phase 3 Section B plat.
- The final plat for La Cima Phase 4 consists of 110 Residential Lots and 2 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on October 27, 2022. See **Exhibit C – 4** for the approved Phase 4 plat.

- The final plat for La Cima Phase 5A consists of 83 Residential Lots and 3 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on July 5, 2023. See **Exhibit C – 5** for the approved Phase 5A plat.
- The final plat for La Cima Phase 5B consists of 84 Residential Lots and 3 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on July 5, 2023. See **Exhibit C – 6** for the approved Phase 5B plat.

LOT AND HOME SALES

Neighborhood Improvement Area #1

Improvement Area #1 consists of 231 Lots, further designated as 65 Lot Type 1 Lots, 65 Lot Type 2 Lots, 77 Lot Type 3 Lots, and 24 Lot Type 4 Lots.

Per the Quarterly Report dated June 30, 2023, Highland owns 15 Lots, further designated as 2 Lot Type 3 Lots and 13 Lot Type 4 Lots. Highland has closed 80 single family homes to end-users, further designated as 33 Lot Type 1 Lots, 2 Lot Type 2 Lots, 37 Lot Type 3 Lots, and 8 Lot Type 4 Lots. MHI (formerly Wilshire Homes) owns 12 Lot Type 3 Lots. MHI has closed 90 homes to end-users, further designated as 32 Lot Type 1 Lots, 32 Lot Type 2 Lots, and 26 Lot Type 3 Lots. Scott Felder Homes closed to end users all 31 Lot Type 2 Lots purchased from the Developer. Per the Quarterly Report, Buffington Homes owns 2 Lot Type 4 Lots. Buffington has closed 1 Lot Type 4 Lot to an end-user.

Neighborhood Improvement Area #2

Neighborhood Improvement Area #2 consists of 248 Lots, further designated as 124 Lot Type 5 Lots, 122 Lot Type 6 Lots, and 2 Lot Type 7 Lots.

Per the Quarterly Report dated June 30, 2023, Highland owns 12 Lots, further designated as 11 Lot Type 5 Lots and 1 Lot Type 7 Lot. Highland has closed 50 Lot Type 5 Lots to end-users. MHI (formerly Wilshire Homes) owns 29 Lots, further designated as 28 Lot Type 5 Lots and 1 Lot Type 7 Lot. MHI has closed 33 Lot Type 5 Lots to end-users. Taylor Morrison owns 17 Lot Type 6 Lots. Taylor Morrison has closed 44 Lot Type 6 Lot to end-users. Perry Homes owns 18 Lot Type 6 Lots. Perry Homes has closed 51 Lot Type 6 Lots to end-users. The Developer owns the remaining 2 Lot Type 5 Lots in Neighborhood Improvement Area #2.

Neighborhood Improvement Area #3

Neighborhood Improvement Area #3 consists of 525 single family lots, further designated as 83 Lot Type 8 Lots, 84 Lot Type 9 Lots, 145 Lot Type 10 Lots, 103 Lot Type 11 Lots, 92 Lot Type 12 Lots, and 18 Lot Type 13 Lots.

Per the Quarterly Report dated June 30, 2023, the Developer owns 244 Lots, further designated 107 Lot Type 10 Lots, 43 Lot Type 11 Lots, 76 Lot Type 12 Lots, and 18 Lot Type 13 Lots. Highland Homes owns 34 Lots further designated as 24 Lot Type 10 Lots and 10 Lot Type 12 Lots. Newmark Homes owns 14 Lot Type 10 Lots. Perry Homes owns 52 Lot Type 11 Lots. Weekley Homes owns 8 Lot Type 11 Lots. Ashton Woods Homes owns 6 Lot Type 12 Lots.

See **Exhibit D** for homebuyer disclosures.

AUTHORIZED IMPROVEMENTS

Major Improvements

According to the Quarterly Improvement Implementation Report for the quarter ending June 30, 2023, the Major Improvements are all complete and accepted by the County or City, as applicable.

Neighborhood Improvement Area #1 Improvements

According to the Quarterly Report for the quarter ending June 30, 2023, the Neighborhood Improvement Area #1 Improvements are all complete and accepted by the County or City, as applicable.

Neighborhood Improvement Area #2 Improvements

According to the Quarterly Report for the quarter ending June 30, 2023, the Neighborhood Improvement Area #2 Improvements were all substantially completed December 2020, and accepted by the City or County in January 2021, as applicable.

Neighborhood Improvement Area #3 Improvements

According to the Quarterly Report for the quarter ending June 30, 2023, the Neighborhood Improvement Area #3 Improvements were all substantially completed June 2023, and accepted by the City or County in June 2023, as applicable.

OUTSTANDING SPECIAL ASSESSMENT

Major Improvement Area

The total Outstanding Major Improvement Area Assessment is \$14,236,894.16¹, of which \$2,092,566.08 is allocated to Neighborhood Improvement Area #1 and \$1,668,555.47 is allocated to Neighborhood Improvement Area #2.

¹ Net of (i) \$320,000.00 principal payment of Major Improvement Area Assessment collected on January 31, 2023, which will be used to pay the Major Improvement Area Bonds principal payment due September 15, 2023, (ii) \$3,325,000.00 September 1, 2023, Extraordinary Optional Redemption, and (iii) Prepayments as shown in the "Prepayments in Full" section of this 2023 Annual Service Plan Update.

Neighborhood Improvement Area #1

The Outstanding Special Assessment for Neighborhood Improvement Area #1 is \$5,617,566.08 of which \$3,525,000.00² is attributable to the Neighborhood Improvement Area #1 Assessment, and \$2,092,566.08 is attributable to Neighborhood Improvement Area #1's portion of the Major Improvement Area Assessment, as indicated above.

Neighborhood Improvement Area #2

The Outstanding Special Assessment for Neighborhood Improvement Area #2 is \$6,703,555.47 of which \$5,035,000.00³ is attributable to the Neighborhood Improvement Area #2 Assessment, and \$1,668,555.47 is attributable to Neighborhood Improvement Area #2's portion of the Major Improvement Area Assessment, as indicated above.

Neighborhood Improvement Area #3

The Outstanding Special Assessment for Neighborhood Improvement Area #3 is \$24,651,331.55⁴ of which \$19,920,000.00 is attributable to the Neighborhood Improvement Area #3 Initial Bonds, and \$4,723,000.00 is attributable to the Neighborhood Improvement Area #3 Reimbursement Obligation.

ANNUAL INSTALLMENT DUE 1/31/2024

Major Improvement Area

- **Principal and Interest⁵** - The total principal and interest required for the Annual Installment on the Major Improvement Area Bonds is \$1,267,850.
- **Administrative Expenses** - The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Assessed Parcel based on the amount of outstanding Special Assessment remaining on such Parcel. The total

² Net of (i) \$75,000.00 principal payment of Neighborhood Improvement Area #1 Assessment collected on January 31, 2023, which will be used to pay the Neighborhood Improvement Area #1 Bonds principal payment due September 15, 2023, (ii) the \$40,000 September 1, 2023, Extraordinary Optional Redemption, and (iii) Prepayments as shown in the "Prepayments in Full" section of this 2023 Annual Service Plan Update.

³ Net of (i) \$90,000.00 principal payment of Neighborhood Improvement Area #2 Assessment collected on January 31, 2023, which will be used to pay the Neighborhood Improvement Area #2 Bonds principal payment due September 15, 2023, (ii) the \$75,000.00 September 1, 2023, Extraordinary Optional Redemption, and (iii) Prepayments as shown in the "Prepayments in Full" section of this 2023 Annual Service Plan Update.

⁴ Net of \$880,000.00 principal payment of Neighborhood Improvement Area #3 Assessment collected on January 31, 2023, which will be used to pay the Neighborhood Improvement Area #3 Bonds principal payment due September 15, 2023.

⁵ The Annual Installment covers the period of September 15, 2023, to September 14, 2024 and is due by January 31, 2024.

Administrative Expenses allocated for the Annual Installment due from the Major Improvement Area Bonds is \$28,449.25.

- **Prepayment Reserve** - The Prepayment Reserve Requirement, as defined in the Indenture for the Major Improvement Area Bonds, is equal to \$213,553.41, and is fully funded. As such, no prepayment reserve deposits are required at this time.
- **Delinquency Reserve** – The Delinquency Reserve Requirement, as defined in the Indenture for the Major Improvement Area Bonds, is an amount equal to \$711,844.71, and has not been met. As such, the Delinquency Reserve will be funded from revenues received from the payment of Major Improvement Area Annual Installments but no more than 0.30% higher than the interest rate on the Major Improvement Area Bonds. The Delinquency Reserve required for the Annual Installment due from the Major Improvement Area Bonds is \$71,184.47.

Major Improvement Area		
Due January 31, 2024		
Major Public Improvement PID Bonds		
Principal	\$	280,000.00
Interest	\$	987,850.00
Administrative Expenses	\$	28,449.25
Delinquency Reserve	\$	71,225.00
Total Annual Installment	\$	1,367,524.25

See **Exhibit B-1** for the debt service schedule for the Major Improvement Area Bonds as prepared by Specialized Public Finance Inc., for the Extraordinary Optional Redemption occurring on 9/1/23.

Neighborhood Improvement Area #1

- **Neighborhood Improvement Area #1-2 Bonds Principal and Interest⁶** - The total principal and interest required for the Neighborhood Improvement Area #1 Annual Installment is \$207,875.00.
- **Neighborhood Improvement Area #1-2 Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture for the Neighborhood Improvement Area #1-2 Bonds of \$470,800.00 has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Neighborhood Improvement Area #1 Assessment, resulting in an Additional Interest amount due of \$17,625.00.
- **Neighborhood Improvement Area #1-2 Bonds Administrative Expenses** – The cost of administering Neighborhood Improvement Area #1 and collecting the Annual Installment

⁶ The Annual Installment covers the period of September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses allocated for the Neighborhood Improvement Area #1 Annual Installment is \$8,328.90.

Neighborhood Improvement Area #1		
Due January 31, 2024		
Neighborhood Improvement Area #1-2 Bonds		
Principal	\$	75,000.00
Interest	\$	132,875.00
Additional Interest	\$	17,625.00
Administrative Expenses	\$	8,328.90
Total Annual Installment	\$	233,828.90

See **Exhibit B-2** for the debt service schedule for the Neighborhood Improvement Area #1-2 Bonds following the September 1, 2023, redemption prepared by Specialized Public Finance Inc.

Neighborhood Improvement Area #2

- **Neighborhood Improvement Area #1-2 Bonds Principal and Interest⁷** – The total principal and interest required for the Neighborhood Improvement Area #2 Annual Installment is \$286,062.50.
- **Neighborhood Improvement Area #1-2 Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture for the Neighborhood Improvement Area #1-2 Bonds of \$470,800.00 has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Neighborhood Improvement Area #2 Assessment, resulting in an Additional Interest amount due of \$25,175.00.
- **Neighborhood Improvement Area #1-2 Bonds Administrative Expenses** – The cost of administering Neighborhood Improvement Area #2 and collecting the Annual Installment shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses allocated for the Neighborhood Improvement Area #2 Annual Installment is \$11,979.48.

Neighborhood Improvement Area #2		
Due January 31, 2024		
Neighborhood Improvement Area #1-2 Bonds		
Principal	\$	95,000.00
Interest	\$	191,062.50
Additional Interest	\$	25,175.00
Administrative Expenses	\$	11,979.48
Total Annual Installment	\$	323,216.98

⁷ The Annual Installment covers the period of September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

See **Exhibit B-2** for the debt service schedule for the Neighborhood Improvement Area #1-2 Bonds following the September 1, 2023, redemption prepared by Specialized Public Finance Inc.

Neighborhood Improvement Area #3

- **Neighborhood Improvement Area #3 Bonds Principal and Interest⁸** – The total principal and interest required for the Neighborhood Improvement Area #3 Annual Installment is \$1,391,692.50
- **Neighborhood Improvement Area #3 Bonds Additional Interest** – The Additional Interest Reserve Requirement, as defined in the Indenture for the Neighborhood Improvement Area #3 Bonds of \$1,095,600.00 has not been met. As such, the Additional Interest Reserve Account will be funded with Additional Interest on the outstanding Neighborhood Improvement Area #2 Assessment, resulting in an Additional Interest amount due of \$99,600.00.
- **Neighborhood Improvement Area #3 Bonds Administrative Expenses** – The cost of administering Neighborhood Improvement Area #3 and collecting the Annual Installment shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses allocated for the Neighborhood Improvement Area #2 Annual Installment is \$47,431.46.
- **Neighborhood Improvement Area #3 Reimbursement Obligation Principal and Interest** – The total principal and interest required for the Neighborhood Improvement Area #3 Reimbursement Obligation Annual Installment is \$347,380.00.

Neighborhood Improvement Area #3		
Due January 31, 2024		
Neighborhood Improvement Area #3 Bonds		
Principal	\$	291,000.00
Interest	\$	1,100,692.50
Additional Interest	\$	99,600.00
	\$	1,491,292.50
Neighborhood Improvement Area #3 Reimbursement Obligation		
Principal	\$	64,000.00
Interest	\$	283,380.00
	\$	347,380.00
Administrative Expenses	\$	47,431.46
Total Annual Installment	\$	1,886,103.96

⁸ The Annual Installment covers the period of September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

See **Exhibit B-3** for the debt service schedule for the Neighborhood Improvement Area #3 Bonds shown in the limited offering memorandum.

See **Exhibit B-4** for the debt service schedule for the Neighborhood Improvement Area #3 Reimbursement Obligation.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

Major Improvement Area

The following is a list of Parcels who have prepaid their Major Improvement Area Assessment in full:

Major Improvement Area Bonds		
Property ID	Lot Type	Date Prepaid
R159403	1	6/19/2020
R159406	2	6/4/2021
R159460	2	10/26/2021
R159425	1	1/20/2022
R159427	1	1/20/2022
R159436	1	2/28/2022
R174886	6	4/28/2022
R171362	5	5/9/2022
R143367	Parcel	9/1/2022
R18169	Parcel	9/1/2022
R19065	Parcel	9/1/2022
R174900	6	1/20/2023
R159439	1	7/28/2023

Neighborhood Improvement Area #1

The following is a list of Parcels who have prepaid their Neighborhood Improvement Area #1 Assessment in full:

Neighborhood Improvement Area #1		
Property ID	Lot Type	Date Prepaid
R159403	1	6/19/2020
R159406	2	7/22/2021
R159460	2	10/26/2021
R159427	1	1/20/2022
R159439	1	7/28/2023

Neighborhood Improvement Area #2

The following is a list of Parcels who have prepaid their Neighborhood Improvement Area #2 Assessment in full:

Neighborhood Improvement Area #2		
Property ID	Lot Type	Date Prepaid
R174886	6	4/28/2022
R171362	5	5/9/2022
R174900	6	1/20/2023

Neighborhood Improvement Area #3

No full prepayments of Assessments have occurred within Neighborhood Improvement Area #3.

PARTIAL PREPAYMENTS OF SPECIAL ASSESSMENTS

Major Improvement Area

There have been no partial prepayments of Major Improvement Area Assessments.

Neighborhood Improvement Area #1

There have been no partial prepayments of Neighborhood Improvement Area #1 Assessments.

Neighborhood Improvement Area #2

There have been no partial prepayments of Neighborhood Improvement Area #2 Assessments.

Neighborhood Improvement Area #3

There have been no partial prepayments of Neighborhood Improvement Area #3 Assessments.

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EXTRAORDINARY OPTIONAL REDEMPTIONS

Major Improvement Area

Per notice posted August 2, 2023, \$3,325,000 was redeemed in the September 1, 2023, extraordinary optional redemption⁹.

Neighborhood Improvement Area #1-2

Per notice posted August 2, 2023, \$115,000 was redeemed in the September 1, 2023, extraordinary optional redemption¹⁰.

Neighborhood Improvement Area #3

No extraordinary optional redemptions have occurred within Neighborhood Improvement Area #3.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the Service Plan, including the annual indebtedness and projected costs for the Authorized Improvements, to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Major Improvement Area						
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Major Improvement Area Bonds						
Principal		\$ 280,000.00	\$ 300,000.00	\$ 320,000.00	\$ 340,000.00	\$ 365,000.00
Interest		\$ 987,850.00	\$ 970,350.00	\$ 951,600.00	\$ 931,600.00	\$ 910,350.00
	(1)	\$ 1,267,850.00	\$ 1,270,350.00	\$ 1,271,600.00	\$ 1,271,600.00	\$ 1,275,350.00
Administrative Expenses	(2)	\$ 28,449.25	\$ 29,018.24	\$ 29,598.60	\$ 30,190.57	\$ 30,794.38
Additional Interest	(3)	\$ 71,225.00	\$ 69,825.00	\$ 68,325.00	\$ 66,725.00	\$ 65,025.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 1,367,524.25	\$ 1,369,193.24	\$ 1,369,523.60	\$ 1,368,515.57	\$ 1,371,169.38

Neighborhood Improvement Area #1						
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Neighborhood Improvement Area #1-2 Bonds						
Principal		\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 85,000.00
Interest		\$ 132,875.00	\$ 131,000.00	\$ 129,125.00	\$ 126,525.00	\$ 123,925.00
	(1)	\$ 207,875.00	\$ 206,000.00	\$ 209,125.00	\$ 206,525.00	\$ 208,925.00
Administrative Expenses	(2)	\$ 8,328.90	\$ 8,495.48	\$ 8,665.39	\$ 8,838.70	\$ 9,015.47
Additional Interest	(3)	\$ 17,625.00	\$ 17,250.00	\$ 16,875.00	\$ 16,475.00	\$ 16,075.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 233,828.90	\$ 231,745.48	\$ 234,665.39	\$ 231,838.70	\$ 234,015.47

⁹ See <https://emma.msrb.org/IssueView/Details/EA359054> for more information regarding extraordinary option redemptions for the Major Improvement Area Bonds.

¹⁰ See <https://emma.msrb.org/IssueView/Details/P1406440> for more information regarding extraordinary option redemptions for the Neighborhood Improvement Area #1-2 Bonds.

Neighborhood Improvement Area #2						
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Neighborhood Improvement Area #1-2 Bonds						
Principal		\$ 95,000.00	\$ 95,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00
Interest		\$ 191,062.50	\$ 188,687.50	\$ 186,312.50	\$ 183,062.50	\$ 179,650.00
	(1)	\$ 286,062.50	\$ 283,687.50	\$ 286,312.50	\$ 288,062.50	\$ 284,650.00
Administrative Expenses	(2)	\$ 11,979.48	\$ 12,219.07	\$ 12,463.45	\$ 12,712.72	\$ 12,966.97
Additional Interest	(3)	\$ 25,175.00	\$ 24,700.00	\$ 24,225.00	\$ 23,725.00	\$ 23,200.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 323,216.98	\$ 320,606.57	\$ 323,000.95	\$ 324,500.22	\$ 320,816.97
Neighborhood Improvement Area #3						
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Phase 3						
Neighborhood Improvement Area #3 Bonds						
Principal		\$ 137,539.00	\$ 144,629.00	\$ 151,719.00	\$ 159,754.00	\$ 167,789.00
Interest		\$ 520,235.56	\$ 513,702.46	\$ 506,832.58	\$ 499,625.93	\$ 492,037.62
Additional Interest		\$ 47,075.33	\$ 46,387.64	\$ 45,664.49	\$ 44,905.90	\$ 44,107.13
	(1)	\$ 704,849.89	\$ 704,719.10	\$ 704,216.07	\$ 704,285.83	\$ 703,933.74
Reimbursement Obligation						
Principal		\$ 24,042.00	\$ 25,544.00	\$ 27,046.00	\$ 28,550.00	\$ 30,428.00
Interest		\$ 106,452.72	\$ 105,010.20	\$ 103,477.56	\$ 101,854.80	\$ 100,141.80
	(2)	\$ 130,494.72	\$ 130,554.20	\$ 130,523.56	\$ 130,404.80	\$ 130,569.80
Phase 4						
Neighborhood Improvement Area #3 Bonds						
Principal		\$ 80,942.00	\$ 85,114.00	\$ 89,286.00	\$ 94,015.00	\$ 98,743.00
Interest		\$ 306,158.01	\$ 302,313.27	\$ 298,270.35	\$ 294,029.27	\$ 289,563.55
Additional Interest		\$ 27,703.78	\$ 27,299.07	\$ 26,873.50	\$ 26,427.07	\$ 25,956.99
	(3)	\$ 414,803.79	\$ 414,726.33	\$ 414,429.85	\$ 414,471.33	\$ 414,263.54
Reimbursement Obligation						
Principal		\$ 21,076.00	\$ 22,393.00	\$ 23,710.00	\$ 25,027.00	\$ 26,674.00
Interest		\$ 93,319.08	\$ 92,054.52	\$ 90,710.94	\$ 89,288.34	\$ 87,786.72
	(4)	\$ 114,395.08	\$ 114,447.52	\$ 114,420.94	\$ 114,315.34	\$ 114,460.72
Phase 5						
Neighborhood Improvement Area #3 Bonds						
Principal		\$ 72,519.00	\$ 76,257.00	\$ 79,995.00	\$ 84,231.00	\$ 88,468.00
Interest		\$ 274,298.93	\$ 270,854.27	\$ 267,232.07	\$ 263,432.30	\$ 259,431.33
Additional Interest		\$ 24,820.90	\$ 24,458.30	\$ 24,077.02	\$ 23,677.04	\$ 23,255.89
	(5)	\$ 371,638.82	\$ 371,569.57	\$ 371,304.08	\$ 371,340.34	\$ 371,155.22
Reimbursement Obligation						
Principal		\$ 18,883.00	\$ 20,063.00	\$ 21,243.00	\$ 22,423.00	\$ 23,898.00
Interest		\$ 83,608.20	\$ 82,475.22	\$ 81,271.44	\$ 79,996.86	\$ 78,651.48
	(6)	\$ 102,491.20	\$ 102,538.22	\$ 102,514.44	\$ 102,419.86	\$ 102,549.48
Administrative Expenses	(7)	\$ 47,431.46	\$ 48,380.09	\$ 49,347.69	\$ 50,334.64	\$ 51,341.34
Total Annual Installment	(8) = (1) + (2) + (3) + (4) + (5) + (6) + (7)	\$ 1,886,104.96	\$ 1,886,935.03	\$ 1,886,756.63	\$ 1,887,572.14	\$ 1,888,273.84
Note: The figures shown above are estimates only and subject to change.						

Note: The figures shown above are estimates only and subject to change.

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ASSESSMENT ROLL

The list of current Parcels associated with the Major Improvement Area Assessments, the corresponding total Major Improvement Area Assessment, and current Major Improvement Area Annual Installment by Parcel or Lot are shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit A-1**.

The list of current Parcels within Neighborhood Improvement Area #1, the corresponding total Neighborhood Improvement Area #1 Assessment, and current Neighborhood Improvement Area #1 Annual Installment by Parcel or Lot are shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as **Exhibit A-2**. Due to Prepayments for Neighborhood Improvement Area #1, the Neighborhood Improvement Area #1 Annual Installment billed will not match the Neighborhood Improvement Area #1 Annual Installment due.

The list of current Parcels within Neighborhood Improvement Area #2, the corresponding total Neighborhood Improvement Area #2 Assessment, and current Neighborhood Improvement Area #2 Annual Installment by Parcel or Lot are shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as **Exhibit A-3**.

The list of current Parcels within Neighborhood Improvement Area #3, the corresponding total Neighborhood Improvement Area #3 Assessment, and current Neighborhood Improvement Area #3 Annual Installment by Parcel or Lot are shown on the Neighborhood Improvement Area #3 Assessment Roll attached hereto as **Exhibit A-4**.

The Parcels or Lots shown on the Assessment Rolls will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024. Totals in Assessment Rolls may not match the Service Plan due to Prepayments.

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EXHIBIT A-1 – MAJOR IMPROVEMENT AREA BONDS ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R143375	N/A		\$ 1,031,049.69	\$ 99,018.95
R143374	N/A		\$ 803,946.24	\$ 77,208.61
R143373	N/A		\$ 1,099,180.73	\$ 105,562.05
R143372	N/A		\$ 1,135,517.28	\$ 109,051.70
R143371	N/A		\$ 508,711.74	\$ 48,855.16
R18169	N/A	[d]	\$ 294,061.93	\$ 28,240.83
R19065	N/A	[d]	\$ 888,637.24	\$ 85,342.08
R143364	N/A		\$ 466,315.42	\$ 44,783.55
R13142	N/A		\$ 3,394,443.34	\$ 325,992.25
R143365	N/A		\$ 853,909.00	\$ 82,006.88
R159385	1		\$ 8,105.84	\$ 778.46
R159386	1		\$ 8,105.84	\$ 778.46
R159387	1		\$ 8,105.84	\$ 778.46
R159388	1		\$ 8,105.84	\$ 778.46
R159389	Non-Benefited		\$ -	\$ -
R159390	1		\$ 8,105.84	\$ 778.46
R159391	1		\$ 8,105.84	\$ 778.46
R159392	1		\$ 8,105.84	\$ 778.46
R159393	1		\$ 8,105.84	\$ 778.46
R159394	1		\$ 8,105.84	\$ 778.46
R159395	1		\$ 8,105.84	\$ 778.46
R159396	1		\$ 8,105.84	\$ 778.46
R159397	1		\$ 8,105.84	\$ 778.46
R159398	1		\$ 8,105.84	\$ 778.46
R159399	1		\$ 8,105.84	\$ 778.46
R159400	1		\$ 8,105.84	\$ 778.46
R159401	1		\$ 8,105.84	\$ 778.46
R159402	1		\$ 8,105.84	\$ 778.46
R159403	1	[c]	\$ -	\$ -
R159404	1		\$ 8,105.84	\$ 778.46
R159405	2		\$ 9,922.68	\$ 952.94
R159406	2	[c]	\$ -	\$ -
R159407	2		\$ 9,922.68	\$ 952.94
R159408	2		\$ 9,922.68	\$ 952.94
R159409	2		\$ 9,922.68	\$ 952.94
R159410	2		\$ 9,922.68	\$ 952.94
R159411	2		\$ 9,922.68	\$ 952.94
R159412	2		\$ 9,922.68	\$ 952.94
R159413	2		\$ 9,922.68	\$ 952.94
R159414	2		\$ 9,922.68	\$ 952.94

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R159415	2		\$ 9,922.68	\$ 952.94
R159416	2		\$ 9,922.68	\$ 952.94
R159417	Non-Benefited		\$ -	\$ -
R159418	2		\$ 9,922.68	\$ 952.94
R159419	2		\$ 9,922.68	\$ 952.94
R159420	2		\$ 9,922.68	\$ 952.94
R159421	2		\$ 9,922.68	\$ 952.94
R159422	2		\$ 9,922.68	\$ 952.94
R159423	2		\$ 9,922.68	\$ 952.94
R159424	2		\$ 9,922.68	\$ 952.94
R159425	1	[c]	\$ -	\$ -
R159426	1		\$ 8,105.84	\$ 778.46
R159427	1	[c]	\$ -	\$ -
R159428	1		\$ 8,105.84	\$ 778.46
R159429	1		\$ 8,105.84	\$ 778.46
R159430	Non-Benefited		\$ -	\$ -
R159431	1		\$ 8,105.84	\$ 778.46
R159432	1		\$ 8,105.84	\$ 778.46
R159433	1		\$ 8,105.84	\$ 778.46
R159434	1		\$ 8,105.84	\$ 778.46
R159435	1		\$ 8,105.84	\$ 778.46
R159436	1	[c]	\$ -	\$ -
R159437	1		\$ 8,105.84	\$ 778.46
R159438	1		\$ 8,105.84	\$ 778.46
R159439	1	[c]	\$ -	\$ -
R159440	1		\$ 8,105.84	\$ 778.46
R159441	1		\$ 8,105.84	\$ 778.46
R159442	1		\$ 8,105.84	\$ 778.46
R159443	1		\$ 8,105.84	\$ 778.46
R159444	1		\$ 8,105.84	\$ 778.46
R159445	1		\$ 8,105.84	\$ 778.46
R159446	1		\$ 8,105.84	\$ 778.46
R159447	1		\$ 8,105.84	\$ 778.46
R159448	1		\$ 8,105.84	\$ 778.46
R159449	1		\$ 8,105.84	\$ 778.46
R159450	1		\$ 8,105.84	\$ 778.46
R159451	Non-Benefited		\$ -	\$ -
R159452	2		\$ 9,922.68	\$ 952.94
R159453	2		\$ 9,922.68	\$ 952.94
R159454	2		\$ 9,922.68	\$ 952.94

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R159455	2	[c]	\$ 9,922.68	\$ 952.94
R159456	2		\$ 9,922.68	\$ 952.94
R159457	2		\$ 9,922.68	\$ 952.94
R159458	2		\$ 9,922.68	\$ 952.94
R159459	2		\$ 9,922.68	\$ 952.94
R159460	2		\$ -	\$ -
R159461	2		\$ 9,922.68	\$ 952.94
R159462	2		\$ 9,922.68	\$ 952.94
R159463	1		\$ 8,105.84	\$ 778.46
R159464	1		\$ 8,105.84	\$ 778.46
R159465	1		\$ 8,105.84	\$ 778.46
R159466	1		\$ 8,105.84	\$ 778.46
R159467	1		\$ 8,105.84	\$ 778.46
R159468	1		\$ 8,105.84	\$ 778.46
R159469	1		\$ 8,105.84	\$ 778.46
R159470	1		\$ 8,105.84	\$ 778.46
R159471	Non-Benefited		\$ -	\$ -
R159472	2		\$ 9,922.68	\$ 952.94
R159473	2		\$ 9,922.68	\$ 952.94
R159474	2		\$ 9,922.68	\$ 952.94
R159475	2		\$ 9,922.68	\$ 952.94
R159476	2		\$ 9,922.68	\$ 952.94
R159477	2		\$ 9,922.68	\$ 952.94
R159478	2		\$ 9,922.68	\$ 952.94
R159479	2		\$ 9,922.68	\$ 952.94
R159480	2		\$ 9,922.68	\$ 952.94
R159481	Non-Benefited		\$ -	\$ -
R159482	1		\$ 8,105.84	\$ 778.46
R159483	1		\$ 8,105.84	\$ 778.46
R159484	1		\$ 8,105.84	\$ 778.46
R159485	1		\$ 8,105.84	\$ 778.46
R159486	1		\$ 8,105.84	\$ 778.46
R159487	1		\$ 8,105.84	\$ 778.46
R159488	1		\$ 8,105.84	\$ 778.46
R159489	1		\$ 8,105.84	\$ 778.46
R159490	1		\$ 8,105.84	\$ 778.46
R159491	1		\$ 8,105.84	\$ 778.46
R159492	1		\$ 8,105.84	\$ 778.46
R159493	1		\$ 8,105.84	\$ 778.46
R159494	1		\$ 8,105.84	\$ 778.46

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R159495	2		\$ 9,922.68	\$ 952.94
R159496	2		\$ 9,922.68	\$ 952.94
R159497	2		\$ 9,922.68	\$ 952.94
R159498	2		\$ 9,922.68	\$ 952.94
R159499	2		\$ 9,922.68	\$ 952.94
R159500	2		\$ 9,922.68	\$ 952.94
R159501	2		\$ 9,922.68	\$ 952.94
R159502	2		\$ 9,922.68	\$ 952.94
R159503	2		\$ 9,922.68	\$ 952.94
R159504	2		\$ 9,922.68	\$ 952.94
R159505	2		\$ 9,922.68	\$ 952.94
R159506	2		\$ 9,922.68	\$ 952.94
R159507	2		\$ 9,922.68	\$ 952.94
R159508	2		\$ 9,922.68	\$ 952.94
R159509	2		\$ 9,922.68	\$ 952.94
R159510	2		\$ 9,922.68	\$ 952.94
R159511	2		\$ 9,922.68	\$ 952.94
R159512	2		\$ 9,922.68	\$ 952.94
R159513	2		\$ 9,922.68	\$ 952.94
R159514	2		\$ 9,922.68	\$ 952.94
R159515	2		\$ 9,922.68	\$ 952.94
R159516	2		\$ 9,922.68	\$ 952.94
R159517	2		\$ 9,922.68	\$ 952.94
R159518	2		\$ 9,922.68	\$ 952.94
R159519	2		\$ 9,922.68	\$ 952.94
R159520	2		\$ 9,922.68	\$ 952.94
R159521	Non-Benefited		\$ -	\$ -
R159522	Non-Benefited		\$ -	\$ -
R159523	Non-Benefited		\$ -	\$ -
R159524	Non-Benefited		\$ -	\$ -
R168481	3		\$ 9,391.10	\$ 901.89
R168482	3		\$ 9,391.10	\$ 901.89
R168483	3		\$ 9,391.10	\$ 901.89
R168484	3		\$ 9,391.10	\$ 901.89
R168485	3		\$ 9,391.10	\$ 901.89
R168486	Non-Benefited		\$ -	\$ -
R168487	3		\$ 9,391.10	\$ 901.89
R168488	3		\$ 9,391.10	\$ 901.89
R168489	3		\$ 9,391.10	\$ 901.89
R168490	3		\$ 9,391.10	\$ 901.89

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R168491	3		\$ 9,391.10	\$ 901.89
R168492	3		\$ 9,391.10	\$ 901.89
R168493	Non-Benefited		\$ -	\$ -
R168494	3		\$ 9,391.10	\$ 901.89
R168495	3		\$ 9,391.10	\$ 901.89
R168496	3		\$ 9,391.10	\$ 901.89
R168497	3		\$ 9,391.10	\$ 901.89
R168498	3		\$ 9,391.10	\$ 901.89
R168499	3		\$ 9,391.10	\$ 901.89
R168500	3		\$ 9,391.10	\$ 901.89
R168501	3		\$ 9,391.10	\$ 901.89
R168502	3		\$ 9,391.10	\$ 901.89
R168503	3		\$ 9,391.10	\$ 901.89
R168504	Non-Benefited		\$ -	\$ -
R168505	3		\$ 9,391.10	\$ 901.89
R168506	3		\$ 9,391.10	\$ 901.89
R168507	3		\$ 9,391.10	\$ 901.89
R168508	3		\$ 9,391.10	\$ 901.89
R168509	3		\$ 9,391.10	\$ 901.89
R168510	3		\$ 9,391.10	\$ 901.89
R168511	3		\$ 9,391.10	\$ 901.89
R168512	3		\$ 9,391.10	\$ 901.89
R168513	3		\$ 9,391.10	\$ 901.89
R168514	3		\$ 9,391.10	\$ 901.89
R168515	3		\$ 9,391.10	\$ 901.89
R168516	3		\$ 9,391.10	\$ 901.89
R168517	3		\$ 9,391.10	\$ 901.89
R168518	3		\$ 9,391.10	\$ 901.89
R168519	3		\$ 9,391.10	\$ 901.89
R168520	3		\$ 9,391.10	\$ 901.89
R168521	3		\$ 9,391.10	\$ 901.89
R168522	3		\$ 9,391.10	\$ 901.89
R168523	3		\$ 9,391.10	\$ 901.89
R168524	3		\$ 9,391.10	\$ 901.89
R168525	3		\$ 9,391.10	\$ 901.89
R168526	Non-Benefited		\$ -	\$ -
R168527	3		\$ 9,391.10	\$ 901.89
R168528	3		\$ 9,391.10	\$ 901.89
R168529	3		\$ 9,391.10	\$ 901.89
R168530	3		\$ 9,391.10	\$ 901.89

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R168531	3		\$ 9,391.10	\$ 901.89
R168532	3		\$ 9,391.10	\$ 901.89
R168533	3		\$ 9,391.10	\$ 901.89
R168534	3		\$ 9,391.10	\$ 901.89
R168535	3		\$ 9,391.10	\$ 901.89
R168536	3		\$ 9,391.10	\$ 901.89
R168537	3		\$ 9,391.10	\$ 901.89
R168538	3		\$ 9,391.10	\$ 901.89
R168539	3		\$ 9,391.10	\$ 901.89
R168540	3		\$ 9,391.10	\$ 901.89
R168541	Non-Benefited		\$ -	\$ -
R168542	3		\$ 9,391.10	\$ 901.89
R168543	3		\$ 9,391.10	\$ 901.89
R168544	3		\$ 9,391.10	\$ 901.89
R168545	3		\$ 9,391.10	\$ 901.89
R168546	3		\$ 9,391.10	\$ 901.89
R168547	3		\$ 9,391.10	\$ 901.89
R168548	3		\$ 9,391.10	\$ 901.89
R168549	3		\$ 9,391.10	\$ 901.89
R168550	3		\$ 9,391.10	\$ 901.89
R168551	3		\$ 9,391.10	\$ 901.89
R168552	3		\$ 9,391.10	\$ 901.89
R168553	3		\$ 9,391.10	\$ 901.89
R168554	3		\$ 9,391.10	\$ 901.89
R168555	3		\$ 9,391.10	\$ 901.89
R168556	3		\$ 9,391.10	\$ 901.89
R168557	3		\$ 9,391.10	\$ 901.89
R168558	3		\$ 9,391.10	\$ 901.89
R168559	3		\$ 9,391.10	\$ 901.89
R168560	3		\$ 9,391.10	\$ 901.89
R168561	3		\$ 9,391.10	\$ 901.89
R168562	3		\$ 9,391.10	\$ 901.89
R168563	4		\$ 10,748.85	\$ 1,032.29
R168564	4		\$ 10,748.85	\$ 1,032.29
R168565	4		\$ 10,748.85	\$ 1,032.29
R168566	Non-Benefited		\$ -	\$ -
R168567	4		\$ 10,748.85	\$ 1,032.29
R168568	4		\$ 10,748.85	\$ 1,032.29
R168569	4		\$ 10,748.85	\$ 1,032.29
R168570	4		\$ 10,748.85	\$ 1,032.29

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R168571	4		\$ 10,748.85	\$ 1,032.29
R168572	4		\$ 10,748.85	\$ 1,032.29
R168573	4		\$ 10,748.85	\$ 1,032.29
R168574	4		\$ 10,748.85	\$ 1,032.29
R168575	4		\$ 10,748.85	\$ 1,032.29
R168576	4		\$ 10,748.85	\$ 1,032.29
R168577	4		\$ 10,748.85	\$ 1,032.29
R168578	4		\$ 10,748.85	\$ 1,032.29
R168579	4		\$ 10,748.85	\$ 1,032.29
R168580	Non-Benefited		\$ -	\$ -
R168581	4		\$ 10,748.85	\$ 1,032.29
R168582	4		\$ 10,748.85	\$ 1,032.29
R168583	4		\$ 10,748.85	\$ 1,032.29
R168584	4		\$ 10,748.85	\$ 1,032.29
R168585	4		\$ 10,748.85	\$ 1,032.29
R168586	4		\$ 10,748.85	\$ 1,032.29
R168587	4		\$ 10,748.85	\$ 1,032.29
R168588	4		\$ 10,748.85	\$ 1,032.29
R171279	5		\$ 6,117.34	\$ 587.49
R171280	5		\$ 6,117.34	\$ 587.49
R171281	6		\$ 7,488.46	\$ 719.17
R171282	6		\$ 7,488.46	\$ 719.17
R171283	5		\$ 6,117.34	\$ 587.49
R171284	5		\$ 6,117.34	\$ 587.49
R171285	5		\$ 6,117.34	\$ 587.49
R171286	5		\$ 6,117.34	\$ 587.49
R171287	5		\$ 6,117.34	\$ 587.49
R171288	5		\$ 6,117.34	\$ 587.49
R171289	5		\$ 6,117.34	\$ 587.49
R171290	5		\$ 6,117.34	\$ 587.49
R171291	5		\$ 6,117.34	\$ 587.49
R171292	5		\$ 6,117.34	\$ 587.49
R171293	5		\$ 6,117.34	\$ 587.49
R171294	5		\$ 6,117.34	\$ 587.49
R171295	5		\$ 6,117.34	\$ 587.49
R171296	5		\$ 6,117.34	\$ 587.49
R171297	5		\$ 6,117.34	\$ 587.49
R171298	5		\$ 6,117.34	\$ 587.49
R171299	5		\$ 6,117.34	\$ 587.49
R171300	5		\$ 6,117.34	\$ 587.49

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R171301	5		\$ 6,117.34	\$ 587.49
R171302	5		\$ 6,117.34	\$ 587.49
R171303	5		\$ 6,117.34	\$ 587.49
R171304	5		\$ 6,117.34	\$ 587.49
R171305	5		\$ 6,117.34	\$ 587.49
R171306	Non-Benefited		\$ -	\$ -
R171307	5		\$ 6,117.34	\$ 587.49
R171308	5		\$ 6,117.34	\$ 587.49
R171309	5		\$ 6,117.34	\$ 587.49
R171310	5		\$ 6,117.34	\$ 587.49
R171311	5		\$ 6,117.34	\$ 587.49
R171312	5		\$ 6,117.34	\$ 587.49
R171313	5		\$ 6,117.34	\$ 587.49
R171314	5		\$ 6,117.34	\$ 587.49
R171315	5		\$ 6,117.34	\$ 587.49
R171316	5		\$ 6,117.34	\$ 587.49
R171317	5		\$ 6,117.34	\$ 587.49
R171318	5		\$ 6,117.34	\$ 587.49
R171319	5		\$ 6,117.34	\$ 587.49
R171320	5		\$ 6,117.34	\$ 587.49
R171321	5		\$ 6,117.34	\$ 587.49
R171322	5		\$ 6,117.34	\$ 587.49
R171323	5		\$ 6,117.34	\$ 587.49
R171324	5		\$ 6,117.34	\$ 587.49
R171325	5		\$ 6,117.34	\$ 587.49
R171326	5		\$ 6,117.34	\$ 587.49
R171327	5		\$ 6,117.34	\$ 587.49
R171328	5		\$ 6,117.34	\$ 587.49
R171329	5		\$ 6,117.34	\$ 587.49
R171330	5		\$ 6,117.34	\$ 587.49
R171331	5		\$ 6,117.34	\$ 587.49
R171332	5		\$ 6,117.34	\$ 587.49
R171333	5		\$ 6,117.34	\$ 587.49
R171334	5		\$ 6,117.34	\$ 587.49
R171335	5		\$ 6,117.34	\$ 587.49
R171336	5		\$ 6,117.34	\$ 587.49
R171337	5		\$ 6,117.34	\$ 587.49
R171338	7		\$ 8,754.12	\$ 840.72
R171339	7		\$ 8,754.12	\$ 840.72
R171340	5		\$ 6,117.34	\$ 587.49

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R171341	Non-Benefited		\$ -	\$ -
R171342	5		\$ 6,117.34	\$ 587.49
R171343	5		\$ 6,117.34	\$ 587.49
R171344	5		\$ 6,117.34	\$ 587.49
R171345	5		\$ 6,117.34	\$ 587.49
R171346	5		\$ 6,117.34	\$ 587.49
R171347	5		\$ 6,117.34	\$ 587.49
R171348	5		\$ 6,117.34	\$ 587.49
R171349	5		\$ 6,117.34	\$ 587.49
R171350	5		\$ 6,117.34	\$ 587.49
R171351	5		\$ 6,117.34	\$ 587.49
R171352	5		\$ 6,117.34	\$ 587.49
R171353	5		\$ 6,117.34	\$ 587.49
R171354	5		\$ 6,117.34	\$ 587.49
R171355	5		\$ 6,117.34	\$ 587.49
R171356	5		\$ 6,117.34	\$ 587.49
R171357	5		\$ 6,117.34	\$ 587.49
R171358	5		\$ 6,117.34	\$ 587.49
R171359	5		\$ 6,117.34	\$ 587.49
R171360	5		\$ 6,117.34	\$ 587.49
R171361	5		\$ 6,117.34	\$ 587.49
R171362	5	[c]	\$ -	\$ -
R171363	5		\$ 6,117.34	\$ 587.49
R171364	5		\$ 6,117.34	\$ 587.49
R171365	5		\$ 6,117.34	\$ 587.49
R171366	5		\$ 6,117.34	\$ 587.49
R171367	5		\$ 6,117.34	\$ 587.49
R171368	5		\$ 6,117.34	\$ 587.49
R171369	5		\$ 6,117.34	\$ 587.49
R171370	5		\$ 6,117.34	\$ 587.49
R171371	5		\$ 6,117.34	\$ 587.49
R171372	5		\$ 6,117.34	\$ 587.49
R171373	5		\$ 6,117.34	\$ 587.49
R171374	5		\$ 6,117.34	\$ 587.49
R171375	5		\$ 6,117.34	\$ 587.49
R171376	5		\$ 6,117.34	\$ 587.49
R171377	5		\$ 6,117.34	\$ 587.49
R171378	5		\$ 6,117.34	\$ 587.49
R171379	5		\$ 6,117.34	\$ 587.49
R171380	5		\$ 6,117.34	\$ 587.49

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R171381	5		\$ 6,117.34	\$ 587.49
R171382	5		\$ 6,117.34	\$ 587.49
R171383	5		\$ 6,117.34	\$ 587.49
R171384	5		\$ 6,117.34	\$ 587.49
R171385	5		\$ 6,117.34	\$ 587.49
R171386	5		\$ 6,117.34	\$ 587.49
R171387	5		\$ 6,117.34	\$ 587.49
R171388	5		\$ 6,117.34	\$ 587.49
R171389	5		\$ 6,117.34	\$ 587.49
R171390	5		\$ 6,117.34	\$ 587.49
R171391	5		\$ 6,117.34	\$ 587.49
R171392	Non-Benefited		\$ -	\$ -
R171393	5		\$ 6,117.34	\$ 587.49
R171394	5		\$ 6,117.34	\$ 587.49
R171395	5		\$ 6,117.34	\$ 587.49
R171396	5		\$ 6,117.34	\$ 587.49
R171397	5		\$ 6,117.34	\$ 587.49
R171398	5		\$ 6,117.34	\$ 587.49
R171399	5		\$ 6,117.34	\$ 587.49
R171400	5		\$ 6,117.34	\$ 587.49
R171401	5		\$ 6,117.34	\$ 587.49
R171402	5		\$ 6,117.34	\$ 587.49
R171403	5		\$ 6,117.34	\$ 587.49
R171404	5		\$ 6,117.34	\$ 587.49
R171405	5		\$ 6,117.34	\$ 587.49
R171406	5		\$ 6,117.34	\$ 587.49
R171407	5		\$ 6,117.34	\$ 587.49
R171408	5		\$ 6,117.34	\$ 587.49
R171409	5		\$ 6,117.34	\$ 587.49
R171410	Non-Benefited		\$ -	\$ -
R174877	6		\$ 7,488.46	\$ 719.17
R174878	6		\$ 7,488.46	\$ 719.17
R174879	6		\$ 7,488.46	\$ 719.17
R174880	6		\$ 7,488.46	\$ 719.17
R174881	6		\$ 7,488.46	\$ 719.17
R174882	6		\$ 7,488.46	\$ 719.17
R174883	6		\$ 7,488.46	\$ 719.17
R174884	6		\$ 7,488.46	\$ 719.17
R174885	6		\$ 7,488.46	\$ 719.17
R174886	6	[c]	\$ -	\$ -

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R174887	6	[c]	\$ 7,488.46	\$ 719.17
R174888	6		\$ 7,488.46	\$ 719.17
R174889	6		\$ 7,488.46	\$ 719.17
R174890	6		\$ 7,488.46	\$ 719.17
R174891	6		\$ 7,488.46	\$ 719.17
R174892	6		\$ 7,488.46	\$ 719.17
R174893	6		\$ 7,488.46	\$ 719.17
R174894	6		\$ 7,488.46	\$ 719.17
R174895	6		\$ 7,488.46	\$ 719.17
R174896	6		\$ 7,488.46	\$ 719.17
R174897	6		\$ 7,488.46	\$ 719.17
R174898	6		\$ 7,488.46	\$ 719.17
R174899	6		\$ 7,488.46	\$ 719.17
R174900	6		\$ -	\$ -
R174901	6		\$ 7,488.46	\$ 719.17
R174902	6		\$ 7,488.46	\$ 719.17
R174903	6		\$ 7,488.46	\$ 719.17
R174904	6		\$ 7,488.46	\$ 719.17
R174905	6		\$ 7,488.46	\$ 719.17
R174906	6		\$ 7,488.46	\$ 719.17
R174907	6		\$ 7,488.46	\$ 719.17
R174908	6		\$ 7,488.46	\$ 719.17
R174909	6		\$ 7,488.46	\$ 719.17
R174910	6		\$ 7,488.46	\$ 719.17
R174911	6		\$ 7,488.46	\$ 719.17
R174912	6		\$ 7,488.46	\$ 719.17
R174913	6		\$ 7,488.46	\$ 719.17
R174914	6		\$ 7,488.46	\$ 719.17
R174915	6		\$ 7,488.46	\$ 719.17
R174916	6		\$ 7,488.46	\$ 719.17
R174917	6		\$ 7,488.46	\$ 719.17
R174918	6		\$ 7,488.46	\$ 719.17
R174919	6		\$ 7,488.46	\$ 719.17
R174920	6		\$ 7,488.46	\$ 719.17
R174921	6		\$ 7,488.46	\$ 719.17
R174922	6		\$ 7,488.46	\$ 719.17
R174923	6		\$ 7,488.46	\$ 719.17
R174924	6		\$ 7,488.46	\$ 719.17
R174925	6		\$ 7,488.46	\$ 719.17
R174926	6		\$ 7,488.46	\$ 719.17

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R174927	6		\$ 7,488.46	\$ 719.17
R174928	6		\$ 7,488.46	\$ 719.17
R174929	6		\$ 7,488.46	\$ 719.17
R174930	6		\$ 7,488.46	\$ 719.17
R174931	6		\$ 7,488.46	\$ 719.17
R174932	6		\$ 7,488.46	\$ 719.17
R174933	6		\$ 7,488.46	\$ 719.17
R174934	6		\$ 7,488.46	\$ 719.17
R174935	6		\$ 7,488.46	\$ 719.17
R174936	6		\$ 7,488.46	\$ 719.17
R174937	6		\$ 7,488.46	\$ 719.17
R174938	6		\$ 7,488.46	\$ 719.17
R174939	6		\$ 7,488.46	\$ 719.17
R174940	6		\$ 7,488.46	\$ 719.17
R174941	6		\$ 7,488.46	\$ 719.17
R174942	6		\$ 7,488.46	\$ 719.17
R174943	Non-Benefited		\$ -	\$ -
R174944	Non-Benefited		\$ -	\$ -
R174945	Non-Benefited		\$ -	\$ -
R174946	Non-Benefited		\$ -	\$ -
R174947	Non-Benefited		\$ -	\$ -
R174948	Non-Benefited		\$ -	\$ -
R174949	Non-Benefited		\$ -	\$ -
R174950	6		\$ 7,488.46	\$ 719.17
R174951	6		\$ 7,488.46	\$ 719.17
R174952	6		\$ 7,488.46	\$ 719.17
R174953	6		\$ 7,488.46	\$ 719.17
R174954	6		\$ 7,488.46	\$ 719.17
R174955	6		\$ 7,488.46	\$ 719.17
R174956	6		\$ 7,488.46	\$ 719.17
R174957	6		\$ 7,488.46	\$ 719.17
R174958	6		\$ 7,488.46	\$ 719.17
R174959	6		\$ 7,488.46	\$ 719.17
R174960	6		\$ 7,488.46	\$ 719.17
R174961	6		\$ 7,488.46	\$ 719.17
R174962	6		\$ 7,488.46	\$ 719.17
R174963	6		\$ 7,488.46	\$ 719.17
R174964	6		\$ 7,488.46	\$ 719.17
R174965	6		\$ 7,488.46	\$ 719.17
R174966	6		\$ 7,488.46	\$ 719.17

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R174967	6		\$ 7,488.46	\$ 719.17
R174968	6		\$ 7,488.46	\$ 719.17
R174969	6		\$ 7,488.46	\$ 719.17
R174970	6		\$ 7,488.46	\$ 719.17
R174971	6		\$ 7,488.46	\$ 719.17
R174972	6		\$ 7,488.46	\$ 719.17
R174973	6		\$ 7,488.46	\$ 719.17
R174974	6		\$ 7,488.46	\$ 719.17
R174975	6		\$ 7,488.46	\$ 719.17
R174976	6		\$ 7,488.46	\$ 719.17
R174977	6		\$ 7,488.46	\$ 719.17
R174978	6		\$ 7,488.46	\$ 719.17
R174979	6		\$ 7,488.46	\$ 719.17
R174980	6		\$ 7,488.46	\$ 719.17
R174981	6		\$ 7,488.46	\$ 719.17
R174982	6		\$ 7,488.46	\$ 719.17
R174983	6		\$ 7,488.46	\$ 719.17
R174984	6		\$ 7,488.46	\$ 719.17
R174985	6		\$ 7,488.46	\$ 719.17
R174986	6		\$ 7,488.46	\$ 719.17
R174987	6		\$ 7,488.46	\$ 719.17
R174988	6		\$ 7,488.46	\$ 719.17
R174989	6		\$ 7,488.46	\$ 719.17
R174990	6		\$ 7,488.46	\$ 719.17
R174991	6		\$ 7,488.46	\$ 719.17
R174992	6		\$ 7,488.46	\$ 719.17
R174993	6		\$ 7,488.46	\$ 719.17
R174994	6		\$ 7,488.46	\$ 719.17
R174995	6		\$ 7,488.46	\$ 719.17
R174996	6		\$ 7,488.46	\$ 719.17
R174997	6		\$ 7,488.46	\$ 719.17
R174998	6		\$ 7,488.46	\$ 719.17
R174999	6		\$ 7,488.46	\$ 719.17
R175000	6		\$ 7,488.46	\$ 719.17
R175001	6		\$ 7,488.46	\$ 719.17
R175002	6		\$ 7,488.46	\$ 719.17
R175003	6		\$ 7,488.46	\$ 719.17
R175004	Non-Benefited		\$ -	\$ -
R176123	Non-Benefited		\$ -	\$ -
R138488	Non-Benefited		\$ -	\$ -

Property ID [a]	Lot Type	Note	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2024 [b]
R155268	Non-Benefited		\$ -	\$ -
R143368	Non-Benefited		\$ -	\$ -
R141139	Non-Benefited		\$ -	\$ -
R143362	Non-Benefited		\$ -	\$ -
R148038	Non-Benefited		\$ -	\$ -
R16082	Non-Benefited		\$ -	\$ -
R148019	Non-Benefited		\$ -	\$ -
R16086	Non-Benefited		\$ -	\$ -
R143363	Non-Benefited		\$ -	\$ -
R148000	Non-Benefited		\$ -	\$ -
R155273	Non-Benefited		\$ -	\$ -
R155271	Non-Benefited		\$ -	\$ -
R168126	Non-Benefited		\$ -	\$ -
R155272	Non-Benefited		\$ -	\$ -
R156490	Non-Benefited		\$ -	\$ -
R141137	Non-Benefited		\$ -	\$ -
R155270	Non-Benefited		\$ -	\$ -
R156371	Non-Benefited		\$ -	\$ -
R155274	Non-Benefited		\$ -	\$ -
R141138	Non-Benefited		\$ -	\$ -
R155269	Non-Benefited		\$ -	\$ -
R142792	Non-Benefited		\$ -	\$ -
R142793	Non-Benefited		\$ -	\$ -
R144184	Non-Benefited		\$ -	\$ -
R167030	Non-Benefited		\$ -	\$ -
Total			\$ 14,236,894.16	\$ 1,367,269.11

Notes:

[a] Property IDs based on preliminary Hays Central Appraisal District notices, and may be updated based on certified data when available.

[b] Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

[c] Major Improvement Area Assessment prepaid in full.

[d] The Major Improvement Area Assessment that was allocable to Neighborhood Improvement Area #3 was prepaid on this parcel.

EXHIBIT A-2 – NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Neighborhood Improvement Area #1 Assessment	
			Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R159385	1		\$ 11,075.52	\$ 734.69
R159386	1		\$ 11,075.52	\$ 734.69
R159387	1		\$ 11,075.52	\$ 734.69
R159388	1		\$ 11,075.52	\$ 734.69
R159389	Non-Benefited		\$ -	\$ -
R159390	1		\$ 11,075.52	\$ 734.69
R159391	1		\$ 11,075.52	\$ 734.69
R159392	1		\$ 11,075.52	\$ 734.69
R159393	1		\$ 11,075.52	\$ 734.69
R159394	1		\$ 11,075.52	\$ 734.69
R159395	1		\$ 11,075.52	\$ 734.69
R159396	1		\$ 11,075.52	\$ 734.69
R159397	1		\$ 11,075.52	\$ 734.69
R159398	1		\$ 11,075.52	\$ 734.69
R159399	1		\$ 11,075.52	\$ 734.69
R159400	1		\$ 11,075.52	\$ 734.69
R159401	1		\$ 11,075.52	\$ 734.69
R159402	1		\$ 11,075.52	\$ 734.69
R159403	1	[c]	\$ -	\$ -
R159404	1		\$ 11,075.52	\$ 734.69
R159405	2		\$ 13,557.96	\$ 899.36
R159406	2	[c]	\$ -	\$ -
R159407	2		\$ 13,557.96	\$ 899.36
R159408	2		\$ 13,557.96	\$ 899.36
R159409	2		\$ 13,557.96	\$ 899.36
R159410	2		\$ 13,557.96	\$ 899.36
R159411	2		\$ 13,557.96	\$ 899.36
R159412	2		\$ 13,557.96	\$ 899.36
R159413	2		\$ 13,557.96	\$ 899.36
R159414	2		\$ 13,557.96	\$ 899.36
R159415	2		\$ 13,557.96	\$ 899.36
R159416	2		\$ 13,557.96	\$ 899.36
R159417	Non-Benefited		\$ -	\$ -
R159418	2		\$ 13,557.96	\$ 899.36
R159419	2		\$ 13,557.96	\$ 899.36
R159420	2		\$ 13,557.96	\$ 899.36
R159421	2		\$ 13,557.96	\$ 899.36
R159422	2		\$ 13,557.96	\$ 899.36
R159423	2		\$ 13,557.96	\$ 899.36
R159424	2		\$ 13,557.96	\$ 899.36

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R159425	1	[c]	\$ 11,075.52	\$ 734.69
R159426	1		\$ 11,075.52	\$ 734.69
R159427	1		\$ -	\$ -
R159428	1		\$ 11,075.52	\$ 734.69
R159429	1		\$ 11,075.52	\$ 734.69
R159430	Non-Benefited		\$ -	\$ -
R159431	1	[c]	\$ 11,075.52	\$ 734.69
R159432	1		\$ 11,075.52	\$ 734.69
R159433	1		\$ 11,075.52	\$ 734.69
R159434	1		\$ 11,075.52	\$ 734.69
R159435	1		\$ 11,075.52	\$ 734.69
R159436	1		\$ 11,075.52	\$ 734.69
R159437	1		\$ 11,075.52	\$ 734.69
R159438	1		\$ 11,075.52	\$ 734.69
R159439	1		\$ -	\$ -
R159440	1		\$ 11,075.52	\$ 734.69
R159441	1		\$ 11,075.52	\$ 734.69
R159442	1		\$ 11,075.52	\$ 734.69
R159443	1		\$ 11,075.52	\$ 734.69
R159444	1		\$ 11,075.52	\$ 734.69
R159445	1		\$ 11,075.52	\$ 734.69
R159446	1		\$ 11,075.52	\$ 734.69
R159447	1		\$ 11,075.52	\$ 734.69
R159448	1		\$ 11,075.52	\$ 734.69
R159449	1		\$ 11,075.52	\$ 734.69
R159450	1		\$ 11,075.52	\$ 734.69
R159451	Non-Benefited		\$ -	\$ -
R159452	2	[c]	\$ 13,557.96	\$ 899.36
R159453	2		\$ 13,557.96	\$ 899.36
R159454	2		\$ 13,557.96	\$ 899.36
R159455	2		\$ 13,557.96	\$ 899.36
R159456	2		\$ 13,557.96	\$ 899.36
R159457	2		\$ 13,557.96	\$ 899.36
R159458	2		\$ 13,557.96	\$ 899.36
R159459	2		\$ 13,557.96	\$ 899.36
R159460	2		\$ -	\$ -
R159461	2		\$ 13,557.96	\$ 899.36
R159462	2		\$ 13,557.96	\$ 899.36
R159463	1		\$ 11,075.52	\$ 734.69
R159464	1		\$ 11,075.52	\$ 734.69

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R159465	1		\$ 11,075.52	\$ 734.69
R159466	1		\$ 11,075.52	\$ 734.69
R159467	1		\$ 11,075.52	\$ 734.69
R159468	1		\$ 11,075.52	\$ 734.69
R159469	1		\$ 11,075.52	\$ 734.69
R159470	1		\$ 11,075.52	\$ 734.69
R159471	Non-Benefited		\$ -	\$ -
R159472	2		\$ 13,557.96	\$ 899.36
R159473	2		\$ 13,557.96	\$ 899.36
R159474	2		\$ 13,557.96	\$ 899.36
R159475	2		\$ 13,557.96	\$ 899.36
R159476	2		\$ 13,557.96	\$ 899.36
R159477	2		\$ 13,557.96	\$ 899.36
R159478	2		\$ 13,557.96	\$ 899.36
R159479	2		\$ 13,557.96	\$ 899.36
R159480	2		\$ 13,557.96	\$ 899.36
R159481	Non-Benefited		\$ -	\$ -
R159482	1		\$ 11,075.52	\$ 734.69
R159483	1		\$ 11,075.52	\$ 734.69
R159484	1		\$ 11,075.52	\$ 734.69
R159485	1		\$ 11,075.52	\$ 734.69
R159486	1		\$ 11,075.52	\$ 734.69
R159487	1		\$ 11,075.52	\$ 734.69
R159488	1		\$ 11,075.52	\$ 734.69
R159489	1		\$ 11,075.52	\$ 734.69
R159490	1		\$ 11,075.52	\$ 734.69
R159491	1		\$ 11,075.52	\$ 734.69
R159492	1		\$ 11,075.52	\$ 734.69
R159493	1		\$ 11,075.52	\$ 734.69
R159494	1		\$ 11,075.52	\$ 734.69
R159495	2		\$ 13,557.96	\$ 899.36
R159496	2		\$ 13,557.96	\$ 899.36
R159497	2		\$ 13,557.96	\$ 899.36
R159498	2		\$ 13,557.96	\$ 899.36
R159499	2		\$ 13,557.96	\$ 899.36
R159500	2		\$ 13,557.96	\$ 899.36
R159501	2		\$ 13,557.96	\$ 899.36
R159502	2		\$ 13,557.96	\$ 899.36
R159503	2		\$ 13,557.96	\$ 899.36
R159504	2		\$ 13,557.96	\$ 899.36

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R159505	2		\$ 13,557.96	\$ 899.36
R159506	2		\$ 13,557.96	\$ 899.36
R159507	2		\$ 13,557.96	\$ 899.36
R159508	2		\$ 13,557.96	\$ 899.36
R159509	2		\$ 13,557.96	\$ 899.36
R159510	2		\$ 13,557.96	\$ 899.36
R159511	2		\$ 13,557.96	\$ 899.36
R159512	2		\$ 13,557.96	\$ 899.36
R159513	2		\$ 13,557.96	\$ 899.36
R159514	2		\$ 13,557.96	\$ 899.36
R159515	2		\$ 13,557.96	\$ 899.36
R159516	2		\$ 13,557.96	\$ 899.36
R159517	2		\$ 13,557.96	\$ 899.36
R159518	2		\$ 13,557.96	\$ 899.36
R159519	2		\$ 13,557.96	\$ 899.36
R159520	2		\$ 13,557.96	\$ 899.36
R159521	Non-Benefited		\$ -	\$ -
R159522	Non-Benefited		\$ -	\$ -
R159523	Non-Benefited		\$ -	\$ -
R159524	Non-Benefited		\$ -	\$ -
R168481	3		\$ 18,992.71	\$ 1,259.87
R168482	3		\$ 18,992.71	\$ 1,259.87
R168483	3		\$ 18,992.71	\$ 1,259.87
R168484	3		\$ 18,992.71	\$ 1,259.87
R168485	3		\$ 18,992.71	\$ 1,259.87
R168486	Non-Benefited		\$ -	\$ -
R168487	3		\$ 18,992.71	\$ 1,259.87
R168488	3		\$ 18,992.71	\$ 1,259.87
R168489	3		\$ 18,992.71	\$ 1,259.87
R168490	3		\$ 18,992.71	\$ 1,259.87
R168491	3		\$ 18,992.71	\$ 1,259.87
R168492	3		\$ 18,992.71	\$ 1,259.87
R168493	Non-Benefited		\$ -	\$ -
R168494	3		\$ 18,992.71	\$ 1,259.87
R168495	3		\$ 18,992.71	\$ 1,259.87
R168496	3		\$ 18,992.71	\$ 1,259.87
R168497	3		\$ 18,992.71	\$ 1,259.87
R168498	3		\$ 18,992.71	\$ 1,259.87
R168499	3		\$ 18,992.71	\$ 1,259.87
R168500	3		\$ 18,992.71	\$ 1,259.87

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R168501	3		\$ 18,992.71	\$ 1,259.87
R168502	3		\$ 18,992.71	\$ 1,259.87
R168503	3		\$ 18,992.71	\$ 1,259.87
R168504	Non-Benefited		\$ -	\$ -
R168505	3		\$ 18,992.71	\$ 1,259.87
R168506	3		\$ 18,992.71	\$ 1,259.87
R168507	3		\$ 18,992.71	\$ 1,259.87
R168508	3		\$ 18,992.71	\$ 1,259.87
R168509	3		\$ 18,992.71	\$ 1,259.87
R168510	3		\$ 18,992.71	\$ 1,259.87
R168511	3		\$ 18,992.71	\$ 1,259.87
R168512	3		\$ 18,992.71	\$ 1,259.87
R168513	3		\$ 18,992.71	\$ 1,259.87
R168514	3		\$ 18,992.71	\$ 1,259.87
R168515	3		\$ 18,992.71	\$ 1,259.87
R168516	3		\$ 18,992.71	\$ 1,259.87
R168517	3		\$ 18,992.71	\$ 1,259.87
R168518	3		\$ 18,992.71	\$ 1,259.87
R168519	3		\$ 18,992.71	\$ 1,259.87
R168520	3		\$ 18,992.71	\$ 1,259.87
R168521	3		\$ 18,992.71	\$ 1,259.87
R168522	3		\$ 18,992.71	\$ 1,259.87
R168523	3		\$ 18,992.71	\$ 1,259.87
R168524	3		\$ 18,992.71	\$ 1,259.87
R168525	3		\$ 18,992.71	\$ 1,259.87
R168526	Non-Benefited		\$ -	\$ -
R168527	3		\$ 18,992.71	\$ 1,259.87
R168528	3		\$ 18,992.71	\$ 1,259.87
R168529	3		\$ 18,992.71	\$ 1,259.87
R168530	3		\$ 18,992.71	\$ 1,259.87
R168531	3		\$ 18,992.71	\$ 1,259.87
R168532	3		\$ 18,992.71	\$ 1,259.87
R168533	3		\$ 18,992.71	\$ 1,259.87
R168534	3		\$ 18,992.71	\$ 1,259.87
R168535	3		\$ 18,992.71	\$ 1,259.87
R168536	3		\$ 18,992.71	\$ 1,259.87
R168537	3		\$ 18,992.71	\$ 1,259.87
R168538	3		\$ 18,992.71	\$ 1,259.87
R168539	3		\$ 18,992.71	\$ 1,259.87
R168540	3		\$ 18,992.71	\$ 1,259.87

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R168541	Non-Benefited		\$ -	\$ -
R168542	3		\$ 18,992.71	\$ 1,259.87
R168543	3		\$ 18,992.71	\$ 1,259.87
R168544	3		\$ 18,992.71	\$ 1,259.87
R168545	3		\$ 18,992.71	\$ 1,259.87
R168546	3		\$ 18,992.71	\$ 1,259.87
R168547	3		\$ 18,992.71	\$ 1,259.87
R168548	3		\$ 18,992.71	\$ 1,259.87
R168549	3		\$ 18,992.71	\$ 1,259.87
R168550	3		\$ 18,992.71	\$ 1,259.87
R168551	3		\$ 18,992.71	\$ 1,259.87
R168552	3		\$ 18,992.71	\$ 1,259.87
R168553	3		\$ 18,992.71	\$ 1,259.87
R168554	3		\$ 18,992.71	\$ 1,259.87
R168555	3		\$ 18,992.71	\$ 1,259.87
R168556	3		\$ 18,992.71	\$ 1,259.87
R168557	3		\$ 18,992.71	\$ 1,259.87
R168558	3		\$ 18,992.71	\$ 1,259.87
R168559	3		\$ 18,992.71	\$ 1,259.87
R168560	3		\$ 18,992.71	\$ 1,259.87
R168561	3		\$ 18,992.71	\$ 1,259.87
R168562	3		\$ 18,992.71	\$ 1,259.87
R168563	4		\$ 21,738.65	\$ 1,442.02
R168564	4		\$ 21,738.65	\$ 1,442.02
R168565	4		\$ 21,738.65	\$ 1,442.02
R168566	Non-Benefited		\$ -	\$ -
R168567	4		\$ 21,738.65	\$ 1,442.02
R168568	4		\$ 21,738.65	\$ 1,442.02
R168569	4		\$ 21,738.65	\$ 1,442.02
R168570	4		\$ 21,738.65	\$ 1,442.02
R168571	4		\$ 21,738.65	\$ 1,442.02
R168572	4		\$ 21,738.65	\$ 1,442.02
R168573	4		\$ 21,738.65	\$ 1,442.02
R168574	4		\$ 21,738.65	\$ 1,442.02
R168575	4		\$ 21,738.65	\$ 1,442.02
R168576	4		\$ 21,738.65	\$ 1,442.02
R168577	4		\$ 21,738.65	\$ 1,442.02
R168578	4		\$ 21,738.65	\$ 1,442.02
R168579	4		\$ 21,738.65	\$ 1,442.02
R168580	Non-Benefited		\$ -	\$ -

			Neighborhood Improvement Area #1 Assessment	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R168581	4		\$ 21,738.65	\$ 1,442.02
R168582	4		\$ 21,738.65	\$ 1,442.02
R168583	4		\$ 21,738.65	\$ 1,442.02
R168584	4		\$ 21,738.65	\$ 1,442.02
R168585	4		\$ 21,738.65	\$ 1,442.02
R168586	4		\$ 21,738.65	\$ 1,442.02
R168587	4		\$ 21,738.65	\$ 1,442.02
R168588	4		\$ 21,738.65	\$ 1,442.02
R138488	Non-Benefited		\$ -	\$ -
Total			\$ 3,525,000.00	\$ 233,828.93

Notes:

[a] Property IDs based on preliminary Hays Central Appraisal District notices, and may be updated based on certified data when available.

[b] Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

[c] Prepaid in full.

EXHIBIT A-3 – NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Neighborhood Improvement Area #2 Assessments	
			Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R171279	5		\$ 18,459.55	\$ 1,184.99
R171280	5		\$ 18,459.55	\$ 1,184.99
R171281	6		\$ 22,597.02	\$ 1,450.59
R171282	6		\$ 22,597.02	\$ 1,450.59
R171283	5		\$ 18,459.55	\$ 1,184.99
R171284	5		\$ 18,459.55	\$ 1,184.99
R171285	5		\$ 18,459.55	\$ 1,184.99
R171286	5		\$ 18,459.55	\$ 1,184.99
R171287	5		\$ 18,459.55	\$ 1,184.99
R171288	5		\$ 18,459.55	\$ 1,184.99
R171289	5		\$ 18,459.55	\$ 1,184.99
R171290	5		\$ 18,459.55	\$ 1,184.99
R171291	5		\$ 18,459.55	\$ 1,184.99
R171292	5		\$ 18,459.55	\$ 1,184.99
R171293	5		\$ 18,459.55	\$ 1,184.99
R171294	5		\$ 18,459.55	\$ 1,184.99
R171295	5		\$ 18,459.55	\$ 1,184.99
R171296	5		\$ 18,459.55	\$ 1,184.99
R171297	5		\$ 18,459.55	\$ 1,184.99
R171298	5		\$ 18,459.55	\$ 1,184.99
R171299	5		\$ 18,459.55	\$ 1,184.99
R171300	5		\$ 18,459.55	\$ 1,184.99
R171301	5		\$ 18,459.55	\$ 1,184.99
R171302	5		\$ 18,459.55	\$ 1,184.99
R171303	5		\$ 18,459.55	\$ 1,184.99
R171304	5		\$ 18,459.55	\$ 1,184.99
R171305	5		\$ 18,459.55	\$ 1,184.99
R171306	Non-Benefited		\$ -	\$ -
R171307	5		\$ 18,459.55	\$ 1,184.99
R171308	5		\$ 18,459.55	\$ 1,184.99
R171309	5		\$ 18,459.55	\$ 1,184.99
R171310	5		\$ 18,459.55	\$ 1,184.99
R171311	5		\$ 18,459.55	\$ 1,184.99
R171312	5		\$ 18,459.55	\$ 1,184.99
R171313	5		\$ 18,459.55	\$ 1,184.99
R171314	5		\$ 18,459.55	\$ 1,184.99
R171315	5		\$ 18,459.55	\$ 1,184.99
R171316	5		\$ 18,459.55	\$ 1,184.99
R171317	5		\$ 18,459.55	\$ 1,184.99
R171318	5		\$ 18,459.55	\$ 1,184.99

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R171319	5		\$ 18,459.55	\$ 1,184.99
R171320	5		\$ 18,459.55	\$ 1,184.99
R171321	5		\$ 18,459.55	\$ 1,184.99
R171322	5		\$ 18,459.55	\$ 1,184.99
R171323	5		\$ 18,459.55	\$ 1,184.99
R171324	5		\$ 18,459.55	\$ 1,184.99
R171325	5		\$ 18,459.55	\$ 1,184.99
R171326	5		\$ 18,459.55	\$ 1,184.99
R171327	5		\$ 18,459.55	\$ 1,184.99
R171328	5		\$ 18,459.55	\$ 1,184.99
R171329	5		\$ 18,459.55	\$ 1,184.99
R171330	5		\$ 18,459.55	\$ 1,184.99
R171331	5		\$ 18,459.55	\$ 1,184.99
R171332	5		\$ 18,459.55	\$ 1,184.99
R171333	5		\$ 18,459.55	\$ 1,184.99
R171334	5		\$ 18,459.55	\$ 1,184.99
R171335	5		\$ 18,459.55	\$ 1,184.99
R171336	5		\$ 18,459.55	\$ 1,184.99
R171337	5		\$ 18,459.55	\$ 1,184.99
R171338	7		\$ 26,416.26	\$ 1,695.77
R171339	7		\$ 26,416.26	\$ 1,695.77
R171340	5		\$ 18,459.55	\$ 1,184.99
R171341	Non-Benefited		\$ -	\$ -
R171342	5		\$ 18,459.55	\$ 1,184.99
R171343	5		\$ 18,459.55	\$ 1,184.99
R171344	5		\$ 18,459.55	\$ 1,184.99
R171345	5		\$ 18,459.55	\$ 1,184.99
R171346	5		\$ 18,459.55	\$ 1,184.99
R171347	5		\$ 18,459.55	\$ 1,184.99
R171348	5		\$ 18,459.55	\$ 1,184.99
R171349	5		\$ 18,459.55	\$ 1,184.99
R171350	5		\$ 18,459.55	\$ 1,184.99
R171351	5		\$ 18,459.55	\$ 1,184.99
R171352	5		\$ 18,459.55	\$ 1,184.99
R171353	5		\$ 18,459.55	\$ 1,184.99
R171354	5		\$ 18,459.55	\$ 1,184.99
R171355	5		\$ 18,459.55	\$ 1,184.99
R171356	5		\$ 18,459.55	\$ 1,184.99
R171357	5		\$ 18,459.55	\$ 1,184.99
R171358	5		\$ 18,459.55	\$ 1,184.99

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R171359	5	[c]	\$ 18,459.55	\$ 1,184.99
R171360	5		\$ 18,459.55	\$ 1,184.99
R171361	5		\$ 18,459.55	\$ 1,184.99
R171362	5		\$ -	\$ -
R171363	5		\$ 18,459.55	\$ 1,184.99
R171364	5		\$ 18,459.55	\$ 1,184.99
R171365	5		\$ 18,459.55	\$ 1,184.99
R171366	5		\$ 18,459.55	\$ 1,184.99
R171367	5		\$ 18,459.55	\$ 1,184.99
R171368	5		\$ 18,459.55	\$ 1,184.99
R171369	5		\$ 18,459.55	\$ 1,184.99
R171370	5		\$ 18,459.55	\$ 1,184.99
R171371	5		\$ 18,459.55	\$ 1,184.99
R171372	5		\$ 18,459.55	\$ 1,184.99
R171373	5		\$ 18,459.55	\$ 1,184.99
R171374	5		\$ 18,459.55	\$ 1,184.99
R171375	5		\$ 18,459.55	\$ 1,184.99
R171376	5		\$ 18,459.55	\$ 1,184.99
R171377	5		\$ 18,459.55	\$ 1,184.99
R171378	5		\$ 18,459.55	\$ 1,184.99
R171379	5		\$ 18,459.55	\$ 1,184.99
R171380	5		\$ 18,459.55	\$ 1,184.99
R171381	5		\$ 18,459.55	\$ 1,184.99
R171382	5		\$ 18,459.55	\$ 1,184.99
R171383	5		\$ 18,459.55	\$ 1,184.99
R171384	5		\$ 18,459.55	\$ 1,184.99
R171385	5		\$ 18,459.55	\$ 1,184.99
R171386	5		\$ 18,459.55	\$ 1,184.99
R171387	5		\$ 18,459.55	\$ 1,184.99
R171388	5		\$ 18,459.55	\$ 1,184.99
R171389	5		\$ 18,459.55	\$ 1,184.99
R171390	5		\$ 18,459.55	\$ 1,184.99
R171391	5		\$ 18,459.55	\$ 1,184.99
R171392	Non-Benefited		\$ -	\$ -
R171393	5		\$ 18,459.55	\$ 1,184.99
R171394	5		\$ 18,459.55	\$ 1,184.99
R171395	5		\$ 18,459.55	\$ 1,184.99
R171396	5		\$ 18,459.55	\$ 1,184.99
R171397	5		\$ 18,459.55	\$ 1,184.99
R171398	5		\$ 18,459.55	\$ 1,184.99

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R171399	5		\$ 18,459.55	\$ 1,184.99
R171400	5		\$ 18,459.55	\$ 1,184.99
R171401	5		\$ 18,459.55	\$ 1,184.99
R171402	5		\$ 18,459.55	\$ 1,184.99
R171403	5		\$ 18,459.55	\$ 1,184.99
R171404	5		\$ 18,459.55	\$ 1,184.99
R171405	5		\$ 18,459.55	\$ 1,184.99
R171406	5		\$ 18,459.55	\$ 1,184.99
R171407	5		\$ 18,459.55	\$ 1,184.99
R171408	5		\$ 18,459.55	\$ 1,184.99
R171409	5		\$ 18,459.55	\$ 1,184.99
R171410	Non-Benefited		\$ -	\$ -
R174877	6		\$ 22,597.02	\$ 1,450.59
R174878	6		\$ 22,597.02	\$ 1,450.59
R174879	6		\$ 22,597.02	\$ 1,450.59
R174880	6		\$ 22,597.02	\$ 1,450.59
R174881	6		\$ 22,597.02	\$ 1,450.59
R174882	6		\$ 22,597.02	\$ 1,450.59
R174883	6		\$ 22,597.02	\$ 1,450.59
R174884	6		\$ 22,597.02	\$ 1,450.59
R174885	6		\$ 22,597.02	\$ 1,450.59
R174886	6	[c]	\$ -	\$ -
R174887	6		\$ 22,597.02	\$ 1,450.59
R174888	6		\$ 22,597.02	\$ 1,450.59
R174889	6		\$ 22,597.02	\$ 1,450.59
R174890	6		\$ 22,597.02	\$ 1,450.59
R174891	6		\$ 22,597.02	\$ 1,450.59
R174892	6		\$ 22,597.02	\$ 1,450.59
R174893	6		\$ 22,597.02	\$ 1,450.59
R174894	6		\$ 22,597.02	\$ 1,450.59
R174895	6		\$ 22,597.02	\$ 1,450.59
R174896	6		\$ 22,597.02	\$ 1,450.59
R174897	6		\$ 22,597.02	\$ 1,450.59
R174898	6		\$ 22,597.02	\$ 1,450.59
R174899	6		\$ 22,597.02	\$ 1,450.59
R174900	6	[c]	\$ -	\$ -
R174901	6		\$ 22,597.02	\$ 1,450.59
R174902	6		\$ 22,597.02	\$ 1,450.59
R174903	6		\$ 22,597.02	\$ 1,450.59
R174904	6		\$ 22,597.02	\$ 1,450.59

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R174905	6		\$ 22,597.02	\$ 1,450.59
R174906	6		\$ 22,597.02	\$ 1,450.59
R174907	6		\$ 22,597.02	\$ 1,450.59
R174908	6		\$ 22,597.02	\$ 1,450.59
R174909	6		\$ 22,597.02	\$ 1,450.59
R174910	6		\$ 22,597.02	\$ 1,450.59
R174911	6		\$ 22,597.02	\$ 1,450.59
R174912	6		\$ 22,597.02	\$ 1,450.59
R174913	6		\$ 22,597.02	\$ 1,450.59
R174914	6		\$ 22,597.02	\$ 1,450.59
R174915	6		\$ 22,597.02	\$ 1,450.59
R174916	6		\$ 22,597.02	\$ 1,450.59
R174917	6		\$ 22,597.02	\$ 1,450.59
R174918	6		\$ 22,597.02	\$ 1,450.59
R174919	6		\$ 22,597.02	\$ 1,450.59
R174920	6		\$ 22,597.02	\$ 1,450.59
R174921	6		\$ 22,597.02	\$ 1,450.59
R174922	6		\$ 22,597.02	\$ 1,450.59
R174923	6		\$ 22,597.02	\$ 1,450.59
R174924	6		\$ 22,597.02	\$ 1,450.59
R174925	6		\$ 22,597.02	\$ 1,450.59
R174926	6		\$ 22,597.02	\$ 1,450.59
R174927	6		\$ 22,597.02	\$ 1,450.59
R174928	6		\$ 22,597.02	\$ 1,450.59
R174929	6		\$ 22,597.02	\$ 1,450.59
R174930	6		\$ 22,597.02	\$ 1,450.59
R174931	6		\$ 22,597.02	\$ 1,450.59
R174932	6		\$ 22,597.02	\$ 1,450.59
R174933	6		\$ 22,597.02	\$ 1,450.59
R174934	6		\$ 22,597.02	\$ 1,450.59
R174935	6		\$ 22,597.02	\$ 1,450.59
R174936	6		\$ 22,597.02	\$ 1,450.59
R174937	6		\$ 22,597.02	\$ 1,450.59
R174938	6		\$ 22,597.02	\$ 1,450.59
R174939	6		\$ 22,597.02	\$ 1,450.59
R174940	6		\$ 22,597.02	\$ 1,450.59
R174941	6		\$ 22,597.02	\$ 1,450.59
R174942	6		\$ 22,597.02	\$ 1,450.59
R174943	Non-Benefited		\$ -	\$ -
R174944	Non-Benefited		\$ -	\$ -

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R174945	Non-Benefited		\$ -	\$ -
R174946	Non-Benefited		\$ -	\$ -
R174947	Non-Benefited		\$ -	\$ -
R174948	Non-Benefited		\$ -	\$ -
R174949	Non-Benefited		\$ -	\$ -
R174950	6		\$ 22,597.02	\$ 1,450.59
R174951	6		\$ 22,597.02	\$ 1,450.59
R174952	6		\$ 22,597.02	\$ 1,450.59
R174953	6		\$ 22,597.02	\$ 1,450.59
R174954	6		\$ 22,597.02	\$ 1,450.59
R174955	6		\$ 22,597.02	\$ 1,450.59
R174956	6		\$ 22,597.02	\$ 1,450.59
R174957	6		\$ 22,597.02	\$ 1,450.59
R174958	6		\$ 22,597.02	\$ 1,450.59
R174959	6		\$ 22,597.02	\$ 1,450.59
R174960	6		\$ 22,597.02	\$ 1,450.59
R174961	6		\$ 22,597.02	\$ 1,450.59
R174962	6		\$ 22,597.02	\$ 1,450.59
R174963	6		\$ 22,597.02	\$ 1,450.59
R174964	6		\$ 22,597.02	\$ 1,450.59
R174965	6		\$ 22,597.02	\$ 1,450.59
R174966	6		\$ 22,597.02	\$ 1,450.59
R174967	6		\$ 22,597.02	\$ 1,450.59
R174968	6		\$ 22,597.02	\$ 1,450.59
R174969	6		\$ 22,597.02	\$ 1,450.59
R174970	6		\$ 22,597.02	\$ 1,450.59
R174971	6		\$ 22,597.02	\$ 1,450.59
R174972	6		\$ 22,597.02	\$ 1,450.59
R174973	6		\$ 22,597.02	\$ 1,450.59
R174974	6		\$ 22,597.02	\$ 1,450.59
R174975	6		\$ 22,597.02	\$ 1,450.59
R174976	6		\$ 22,597.02	\$ 1,450.59
R174977	6		\$ 22,597.02	\$ 1,450.59
R174978	6		\$ 22,597.02	\$ 1,450.59
R174979	6		\$ 22,597.02	\$ 1,450.59
R174980	6		\$ 22,597.02	\$ 1,450.59
R174981	6		\$ 22,597.02	\$ 1,450.59
R174982	6		\$ 22,597.02	\$ 1,450.59
R174983	6		\$ 22,597.02	\$ 1,450.59
R174984	6		\$ 22,597.02	\$ 1,450.59

			Neighborhood Improvement Area #2	
			Assessments	
Property ID [a]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R174985	6		\$ 22,597.02	\$ 1,450.59
R174986	6		\$ 22,597.02	\$ 1,450.59
R174987	6		\$ 22,597.02	\$ 1,450.59
R174988	6		\$ 22,597.02	\$ 1,450.59
R174989	6		\$ 22,597.02	\$ 1,450.59
R174990	6		\$ 22,597.02	\$ 1,450.59
R174991	6		\$ 22,597.02	\$ 1,450.59
R174992	6		\$ 22,597.02	\$ 1,450.59
R174993	6		\$ 22,597.02	\$ 1,450.59
R174994	6		\$ 22,597.02	\$ 1,450.59
R174995	6		\$ 22,597.02	\$ 1,450.59
R174996	6		\$ 22,597.02	\$ 1,450.59
R174997	6		\$ 22,597.02	\$ 1,450.59
R174998	6		\$ 22,597.02	\$ 1,450.59
R174999	6		\$ 22,597.02	\$ 1,450.59
R175000	6		\$ 22,597.02	\$ 1,450.59
R175001	6		\$ 22,597.02	\$ 1,450.59
R175002	6		\$ 22,597.02	\$ 1,450.59
R175003	6		\$ 22,597.02	\$ 1,450.59
R175004	Non-Benefited		\$ -	\$ -
R176123	Non-Benefited		\$ -	\$ -
R155268	Non-Benefited		\$ -	\$ -
R143368	Non-Benefited		\$ -	\$ -
Total			\$ 5,035,000.00	\$ 323,216.98

Notes:

[a] Property IDs based on preliminary Hays Central Appraisal District notices, and may be updated based on certified data when available.

[b] Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

[c] Prepaid in Full.

EXHIBIT A-4 – NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID [a]	Lot Type	Note	Neighborhood Improvement Area #3 Assessments	
			Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R188903	10		\$ 41,626.78	\$ 3,187.80
R188904	10		\$ 41,626.78	\$ 3,187.80
R188905	10		\$ 41,626.78	\$ 3,187.80
R188906	10		\$ 41,626.78	\$ 3,187.80
R188907	10		\$ 41,626.78	\$ 3,187.80
R188908	10		\$ 41,626.78	\$ 3,187.80
R188909	10		\$ 41,626.78	\$ 3,187.80
R188910	10		\$ 41,626.78	\$ 3,187.80
R188911	Non-Benefited		\$ -	\$ -
R188912	11		\$ 49,952.13	\$ 3,825.36
R188913	11		\$ 49,952.13	\$ 3,825.36
R188914	Non-Benefited		\$ -	
R188915	10		\$ 41,626.78	\$ 3,187.80
R188916	10		\$ 41,626.78	\$ 3,187.80
R188917	10		\$ 41,626.78	\$ 3,187.80
R188918	10		\$ 41,626.78	\$ 3,187.80
R188919	10		\$ 41,626.78	\$ 3,187.80
R188920	Non-Benefited		\$ -	\$ -
R188921	10		\$ 41,626.78	\$ 3,187.80
R188922	10		\$ 41,626.78	\$ 3,187.80
R188923	10		\$ 41,626.78	\$ 3,187.80
R188924	10		\$ 41,626.78	\$ 3,187.80
R188925	10		\$ 41,626.78	\$ 3,187.80
R188926	10		\$ 41,626.78	\$ 3,187.80
R188927	10		\$ 41,626.78	\$ 3,187.80
R188928	10		\$ 41,626.78	\$ 3,187.80
R188929	10		\$ 41,626.78	\$ 3,187.80
R188930	10		\$ 41,626.78	\$ 3,187.80
R188931	10		\$ 41,626.78	\$ 3,187.80
R188932	10		\$ 41,626.78	\$ 3,187.80
R188933	10		\$ 41,626.78	\$ 3,187.80
R188934	10		\$ 41,626.78	\$ 3,187.80
R188935	10		\$ 41,626.78	\$ 3,187.80
R188936	10		\$ 41,626.78	\$ 3,187.80
R188937	10		\$ 41,626.78	\$ 3,187.80
R188938	Non-Benefited		\$ -	\$ -
R188939	11		\$ 49,952.13	\$ 3,825.36
R188940	11		\$ 49,952.13	\$ 3,825.36
R188941	11		\$ 49,952.13	\$ 3,825.36
R188942	11		\$ 49,952.13	\$ 3,825.36

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R188943	10		\$ 41,626.78	\$ 3,187.80
R188944	10		\$ 41,626.78	\$ 3,187.80
R188945	10		\$ 41,626.78	\$ 3,187.80
R188946	10		\$ 41,626.78	\$ 3,187.80
R188947	10		\$ 41,626.78	\$ 3,187.80
R188948	10		\$ 41,626.78	\$ 3,187.80
R188949	10		\$ 41,626.78	\$ 3,187.80
R188950	10		\$ 41,626.78	\$ 3,187.80
R188951	10		\$ 41,626.78	\$ 3,187.80
R188952	10		\$ 41,626.78	\$ 3,187.80
R188953	10		\$ 41,626.78	\$ 3,187.80
R188954	10		\$ 41,626.78	\$ 3,187.80
R188955	10		\$ 41,626.78	\$ 3,187.80
R188956	10		\$ 41,626.78	\$ 3,187.80
R188957	10		\$ 41,626.78	\$ 3,187.80
R188958	11		\$ 49,952.13	\$ 3,825.36
R188959	11		\$ 49,952.13	\$ 3,825.36
R188960	11		\$ 49,952.13	\$ 3,825.36
R188961	11		\$ 49,952.13	\$ 3,825.36
R188962	11		\$ 49,952.13	\$ 3,825.36
R188963	11		\$ 49,952.13	\$ 3,825.36
R188964	11		\$ 49,952.13	\$ 3,825.36
R188965	Non-Benefited		\$ -	\$ -
R188966	11		\$ 49,952.13	\$ 3,825.36
R188967	11		\$ 49,952.13	\$ 3,825.36
R188968	11		\$ 49,952.13	\$ 3,825.36
R188969	11		\$ 49,952.13	\$ 3,825.36
R188970	11		\$ 49,952.13	\$ 3,825.36
R188971	11		\$ 49,952.13	\$ 3,825.36
R188972	11		\$ 49,952.13	\$ 3,825.36
R188973	11		\$ 49,952.13	\$ 3,825.36
R188974	11		\$ 49,952.13	\$ 3,825.36
R188975	11		\$ 49,952.13	\$ 3,825.36
R188976	11		\$ 49,952.13	\$ 3,825.36
R188977	11		\$ 49,952.13	\$ 3,825.36
R188978	11		\$ 49,952.13	\$ 3,825.36
R188979	11		\$ 49,952.13	\$ 3,825.36
R188980	11		\$ 49,952.13	\$ 3,825.36
R188981	11		\$ 49,952.13	\$ 3,825.36
R188982	11		\$ 49,952.13	\$ 3,825.36

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R188983	11		\$ 49,952.13	\$ 3,825.36
R188984	11		\$ 49,952.13	\$ 3,825.36
R188985	11		\$ 49,952.13	\$ 3,825.36
R188986	Non-Benefited		\$ -	\$ -
R188987	10		\$ 41,626.78	\$ 3,187.80
R188988	10		\$ 41,626.78	\$ 3,187.80
R188989	10		\$ 41,626.78	\$ 3,187.80
R188990	10		\$ 41,626.78	\$ 3,187.80
R188991	10		\$ 41,626.78	\$ 3,187.80
R188992	10		\$ 41,626.78	\$ 3,187.80
R188993	10		\$ 41,626.78	\$ 3,187.80
R188994	10		\$ 41,626.78	\$ 3,187.80
R188995	10		\$ 41,626.78	\$ 3,187.80
R188996	10		\$ 41,626.78	\$ 3,187.80
R188997	10		\$ 41,626.78	\$ 3,187.80
R188998	10		\$ 41,626.78	\$ 3,187.80
R188999	10		\$ 41,626.78	\$ 3,187.80
R189000	10		\$ 41,626.78	\$ 3,187.80
R189001	10		\$ 41,626.78	\$ 3,187.80
R189002	10		\$ 41,626.78	\$ 3,187.80
R189003	10		\$ 41,626.78	\$ 3,187.80
R189004	10		\$ 41,626.78	\$ 3,187.80
R189005	10		\$ 41,626.78	\$ 3,187.80
R189006	10		\$ 41,626.78	\$ 3,187.80
R189007	10		\$ 41,626.78	\$ 3,187.80
R189008	10		\$ 41,626.78	\$ 3,187.80
R189009	10		\$ 41,626.78	\$ 3,187.80
R189010	10		\$ 41,626.78	\$ 3,187.80
R189011	10		\$ 41,626.78	\$ 3,187.80
R189012	10		\$ 41,626.78	\$ 3,187.80
R189013	10		\$ 41,626.78	\$ 3,187.80
R189014	10		\$ 41,626.78	\$ 3,187.80
R189015	10		\$ 41,626.78	\$ 3,187.80
R189016	10		\$ 41,626.78	\$ 3,187.80
R189017	10		\$ 41,626.78	\$ 3,187.80
R189018	10		\$ 41,626.78	\$ 3,187.80
R189019	10		\$ 41,626.78	\$ 3,187.80
R189020	10		\$ 41,626.78	\$ 3,187.80
R189021	10		\$ 41,626.78	\$ 3,187.80
R189022	10		\$ 41,626.78	\$ 3,187.80

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R189023	10		\$ 41,626.78	\$ 3,187.80
R189024	10		\$ 41,626.78	\$ 3,187.80
R189025	10		\$ 41,626.78	\$ 3,187.80
R189026	10		\$ 41,626.78	\$ 3,187.80
R189027	10		\$ 41,626.78	\$ 3,187.80
R189028	10		\$ 41,626.78	\$ 3,187.80
R189029	10		\$ 41,626.78	\$ 3,187.80
R189030	10		\$ 41,626.78	\$ 3,187.80
R189031	10		\$ 41,626.78	\$ 3,187.80
R189032	10		\$ 41,626.78	\$ 3,187.80
R189033	10		\$ 41,626.78	\$ 3,187.80
R189034	10		\$ 41,626.78	\$ 3,187.80
R189035	10		\$ 41,626.78	\$ 3,187.80
R189036	10		\$ 41,626.78	\$ 3,187.80
R189037	10		\$ 41,626.78	\$ 3,187.80
R189038	10		\$ 41,626.78	\$ 3,187.80
R189039	10		\$ 41,626.78	\$ 3,187.80
R189040	10		\$ 41,626.78	\$ 3,187.80
R189041	10		\$ 41,626.78	\$ 3,187.80
R189042	10		\$ 41,626.78	\$ 3,187.80
R189043	10		\$ 41,626.78	\$ 3,187.80
R189044	10		\$ 41,626.78	\$ 3,187.80
R189045	10		\$ 41,626.78	\$ 3,187.80
R189046	10		\$ 41,626.78	\$ 3,187.80
R189047	10		\$ 41,626.78	\$ 3,187.80
R189048	10		\$ 41,626.78	\$ 3,187.80
R189049	10		\$ 41,626.78	\$ 3,187.80
R189050	10		\$ 41,626.78	\$ 3,187.80
R189051	10		\$ 41,626.78	\$ 3,187.80
R189052	10		\$ 41,626.78	\$ 3,187.80
R189053	10		\$ 41,626.78	\$ 3,187.80
R189054	10		\$ 41,626.78	\$ 3,187.80
R189055	10		\$ 41,626.78	\$ 3,187.80
R189056	10		\$ 41,626.78	\$ 3,187.80
R189057	10		\$ 41,626.78	\$ 3,187.80
R189058	10		\$ 41,626.78	\$ 3,187.80
R189059	10		\$ 41,626.78	\$ 3,187.80
R189060	10		\$ 41,626.78	\$ 3,187.80
R189061	10		\$ 41,626.78	\$ 3,187.80
R189062	10		\$ 41,626.78	\$ 3,187.80

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R189063	10		\$ 41,626.78	\$ 3,187.80
R189064	10		\$ 41,626.78	\$ 3,187.80
R189065	Non-Benefited		\$ -	\$ -
R189066	10		\$ 41,626.78	\$ 3,187.80
R189067	10		\$ 41,626.78	\$ 3,187.80
R189068	10		\$ 41,626.78	\$ 3,187.80
R189069	10		\$ 41,626.78	\$ 3,187.80
R189070	10		\$ 41,626.78	\$ 3,187.80
R189071	10		\$ 41,626.78	\$ 3,187.80
R189072	10		\$ 41,626.78	\$ 3,187.80
R189073	10		\$ 41,626.78	\$ 3,187.80
R189074	10		\$ 41,626.78	\$ 3,187.80
R189075	10		\$ 41,626.78	\$ 3,187.80
R189076	10		\$ 41,626.78	\$ 3,187.80
R189077	10		\$ 41,626.78	\$ 3,187.80
R189078	10		\$ 41,626.78	\$ 3,187.80
R189079	10		\$ 41,626.78	\$ 3,187.80
R189080	10		\$ 41,626.78	\$ 3,187.80
R189081	10		\$ 41,626.78	\$ 3,187.80
R189082	10		\$ 41,626.78	\$ 3,187.80
R189083	Non-Benefited		\$ -	\$ -
R189119	10		\$ 41,626.78	\$ 3,187.80
R189120	10		\$ 41,626.78	\$ 3,187.80
R189121	10		\$ 41,626.78	\$ 3,187.80
R189122	10		\$ 41,626.78	\$ 3,187.80
R189123	11		\$ 49,952.13	\$ 3,825.36
R189124	11		\$ 49,952.13	\$ 3,825.36
R189125	11		\$ 49,952.13	\$ 3,825.36
R189126	11		\$ 49,952.13	\$ 3,825.36
R189127	11		\$ 49,952.13	\$ 3,825.36
R189128	11		\$ 49,952.13	\$ 3,825.36
R189129	11		\$ 49,952.13	\$ 3,825.36
R189130	11		\$ 49,952.13	\$ 3,825.36
R189131	11		\$ 49,952.13	\$ 3,825.36
R189132	11		\$ 49,952.13	\$ 3,825.36
R189133	Non-Benefited		\$ -	\$ -
R189134	11		\$ 49,952.13	\$ 3,825.36
R189135	11		\$ 49,952.13	\$ 3,825.36
R189136	11		\$ 49,952.13	\$ 3,825.36
R189137	11		\$ 49,952.13	\$ 3,825.36

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R189138	11		\$ 49,952.13	\$ 3,825.36
R189139	11		\$ 49,952.13	\$ 3,825.36
R189140	11		\$ 49,952.13	\$ 3,825.36
R189141	11		\$ 49,952.13	\$ 3,825.36
R189142	11		\$ 49,952.13	\$ 3,825.36
R189143	Non-Benefited		\$ -	\$ -
R189144	11		\$ 49,952.13	\$ 3,825.36
R189145	11		\$ 49,952.13	\$ 3,825.36
R189146	11		\$ 49,952.13	\$ 3,825.36
R189147	11		\$ 49,952.13	\$ 3,825.36
R189148	11		\$ 49,952.13	\$ 3,825.36
R189149	11		\$ 49,952.13	\$ 3,825.36
R189150	11		\$ 49,952.13	\$ 3,825.36
R189151	11		\$ 49,952.13	\$ 3,825.36
R189152	11		\$ 49,952.13	\$ 3,825.36
R189153	11		\$ 49,952.13	\$ 3,825.36
R189154	11		\$ 49,952.13	\$ 3,825.36
R189155	11		\$ 49,952.13	\$ 3,825.36
R189156	11		\$ 49,952.13	\$ 3,825.36
R189157	11		\$ 49,952.13	\$ 3,825.36
R189158	11		\$ 49,952.13	\$ 3,825.36
R189159	11		\$ 49,952.13	\$ 3,825.36
R189160	11		\$ 49,952.13	\$ 3,825.36
R189161	11		\$ 49,952.13	\$ 3,825.36
R189162	11		\$ 49,952.13	\$ 3,825.36
R189163	11		\$ 49,952.13	\$ 3,825.36
R189164	11		\$ 49,952.13	\$ 3,825.36
R189165	11		\$ 49,952.13	\$ 3,825.36
R189166	11		\$ 49,952.13	\$ 3,825.36
R189167	11		\$ 49,952.13	\$ 3,825.36
R189168	11		\$ 49,952.13	\$ 3,825.36
R189169	11		\$ 49,952.13	\$ 3,825.36
R189170	11		\$ 49,952.13	\$ 3,825.36
R189171	11		\$ 49,952.13	\$ 3,825.36
R189172	11		\$ 49,952.13	\$ 3,825.36
R189173	11		\$ 49,952.13	\$ 3,825.36
R189174	11		\$ 49,952.13	\$ 3,825.36
R189175	11		\$ 49,952.13	\$ 3,825.36
R189176	11		\$ 49,952.13	\$ 3,825.36
R189177	11		\$ 49,952.13	\$ 3,825.36

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R189178	11		\$ 49,952.13	\$ 3,825.36
R189179	11		\$ 49,952.13	\$ 3,825.36
R189180	11		\$ 49,952.13	\$ 3,825.36
R189181	11		\$ 49,952.13	\$ 3,825.36
R189182	11		\$ 49,952.13	\$ 3,825.36
R189183	11		\$ 49,952.13	\$ 3,825.36
R189184	11		\$ 49,952.13	\$ 3,825.36
R189185	11		\$ 49,952.13	\$ 3,825.36
R189186	11		\$ 49,952.13	\$ 3,825.36
R189187	11		\$ 49,952.13	\$ 3,825.36
R189188	11		\$ 49,952.13	\$ 3,825.36
R189189	11		\$ 49,952.13	\$ 3,825.36
R189190	11		\$ 49,952.13	\$ 3,825.36
R189191	11		\$ 49,952.13	\$ 3,825.36
R189192	11		\$ 49,952.13	\$ 3,825.36
R189193	11		\$ 49,952.13	\$ 3,825.36
R189194	11		\$ 49,952.13	\$ 3,825.36
R189195	11		\$ 49,952.13	\$ 3,825.36
R189196	Non-Benefited		\$ -	\$ -
R189197	Non-Benefited		\$ -	\$ -
R191381	Non-Benefited		\$ -	\$ -
R191382	Non-Benefited		\$ -	\$ -
R191383	12		\$ 63,036.18	\$ 4,822.33
R191384	12		\$ 63,036.18	\$ 4,822.33
R191391	12		\$ 63,036.18	\$ 4,822.33
R191392	12		\$ 63,036.18	\$ 4,822.33
R191393	12		\$ 63,036.18	\$ 4,822.33
R191394	12		\$ 63,036.18	\$ 4,822.33
R191395	12		\$ 63,036.18	\$ 4,822.33
R191396	12		\$ 63,036.18	\$ 4,822.33
R191397	12		\$ 63,036.18	\$ 4,822.33
R191398	12		\$ 63,036.18	\$ 4,822.33
R191399	12		\$ 63,036.18	\$ 4,822.33
R191400	12		\$ 63,036.18	\$ 4,822.33
R191401	12		\$ 63,036.18	\$ 4,822.33
R191402	12		\$ 63,036.18	\$ 4,822.33
R192384	12		\$ 63,036.18	\$ 4,822.33
R191404	12		\$ 63,036.18	\$ 4,822.33
R191405	12		\$ 63,036.18	\$ 4,822.33
R191406	12		\$ 63,036.18	\$ 4,822.33

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R191407	12		\$ 63,036.18	\$ 4,822.33
R191408	12		\$ 63,036.18	\$ 4,822.33
R191409	12		\$ 63,036.18	\$ 4,822.33
R191410	12		\$ 63,036.18	\$ 4,822.33
R191411	12		\$ 63,036.18	\$ 4,822.33
R191412	12		\$ 63,036.18	\$ 4,822.33
R191413	12		\$ 63,036.18	\$ 4,822.33
R191414	12		\$ 63,036.18	\$ 4,822.33
R191415	12		\$ 63,036.18	\$ 4,822.33
R191416	12		\$ 63,036.18	\$ 4,822.33
R191417	12		\$ 63,036.18	\$ 4,822.33
R191418	12		\$ 63,036.18	\$ 4,822.33
R191419	12		\$ 63,036.18	\$ 4,822.33
R191420	12		\$ 63,036.18	\$ 4,822.33
R191385	12		\$ 63,036.18	\$ 4,822.33
R191421	12		\$ 63,036.18	\$ 4,822.33
R191422	12		\$ 63,036.18	\$ 4,822.33
R191423	12		\$ 63,036.18	\$ 4,822.33
R191424	12		\$ 63,036.18	\$ 4,822.33
R191425	12		\$ 63,036.18	\$ 4,822.33
R191426	12		\$ 63,036.18	\$ 4,822.33
R191427	12		\$ 63,036.18	\$ 4,822.33
R191428	12		\$ 63,036.18	\$ 4,822.33
R191429	12		\$ 63,036.18	\$ 4,822.33
R191430	12		\$ 63,036.18	\$ 4,822.33
R191386	12		\$ 63,036.18	\$ 4,822.33
R191431	12		\$ 63,036.18	\$ 4,822.33
R191432	12		\$ 63,036.18	\$ 4,822.33
R191433	12		\$ 63,036.18	\$ 4,822.33
R191434	12		\$ 63,036.18	\$ 4,822.33
R191435	12		\$ 63,036.18	\$ 4,822.33
R191436	12		\$ 63,036.18	\$ 4,822.33
R191437	12		\$ 63,036.18	\$ 4,822.33
R191438	12		\$ 63,036.18	\$ 4,822.33
R191439	12		\$ 63,036.18	\$ 4,822.33
R191440	12		\$ 63,036.18	\$ 4,822.33
R191387	12		\$ 63,036.18	\$ 4,822.33
R191441	12		\$ 63,036.18	\$ 4,822.33
R191442	13		\$ 72,041.35	\$ 5,511.24
R191443	13		\$ 72,041.35	\$ 5,511.24

			Neighborhood Improvement Area #3	
			Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R191444	13		\$ 72,041.35	\$ 5,511.24
R191445	13		\$ 72,041.35	\$ 5,511.24
R191446	13		\$ 72,041.35	\$ 5,511.24
R191447	13		\$ 72,041.35	\$ 5,511.24
R191448	13		\$ 72,041.35	\$ 5,511.24
R191449	13		\$ 72,041.35	\$ 5,511.24
R191450	13		\$ 72,041.35	\$ 5,511.24
R191388	12		\$ 63,036.18	\$ 4,822.33
R191451	13		\$ 72,041.35	\$ 5,511.24
R191452	13		\$ 72,041.35	\$ 5,511.24
R191453	13		\$ 72,041.35	\$ 5,511.24
R191454	13		\$ 72,041.35	\$ 5,511.24
R191455	13		\$ 72,041.35	\$ 5,511.24
R191456	13		\$ 72,041.35	\$ 5,511.24
R191457	13		\$ 72,041.35	\$ 5,511.24
R191458	13		\$ 72,041.35	\$ 5,511.24
R191459	13		\$ 72,041.35	\$ 5,511.24
R191389	12		\$ 63,036.18	\$ 4,822.33
R191390	12		\$ 63,036.18	\$ 4,822.33
R191460	Open Space		\$ -	\$ -
R191461	12		\$ 63,036.18	\$ 4,822.33
R191462	12		\$ 63,036.18	\$ 4,822.33
R191465	12		\$ 63,036.18	\$ 4,822.33
R191466	12		\$ 63,036.18	\$ 4,822.33
R191467	12		\$ 63,036.18	\$ 4,822.33
R191468	12		\$ 63,036.18	\$ 4,822.33
R191469	12		\$ 63,036.18	\$ 4,822.33
R191470	12		\$ 63,036.18	\$ 4,822.33
R191471	12		\$ 63,036.18	\$ 4,822.33
R191472	12		\$ 63,036.18	\$ 4,822.33
R191473	12		\$ 63,036.18	\$ 4,822.33
R191474	12		\$ 63,036.18	\$ 4,822.33
R191475	12		\$ 63,036.18	\$ 4,822.33
R191476	12		\$ 63,036.18	\$ 4,822.33
R191477	12		\$ 63,036.18	\$ 4,822.33
R191487	12		\$ 63,036.18	\$ 4,822.33
R191488	12		\$ 63,036.18	\$ 4,822.33
R191489	12		\$ 63,036.18	\$ 4,822.33
R191490	12		\$ 63,036.18	\$ 4,822.33
R191491	12		\$ 63,036.18	\$ 4,822.33

			Neighborhood Improvement Area #3 Assessments	
Property ID [a]	Lot Type	Note	Total Outstanding Assessment	Annual Installment Due 1/31/2024 [b]
R191478	12		\$ 63,036.18	\$ 4,822.33
R191464	12		\$ 63,036.18	\$ 4,822.33
R191463	12		\$ 63,036.18	\$ 4,822.33
R191480	12		\$ 63,036.18	\$ 4,822.33
R191481	12		\$ 63,036.18	\$ 4,822.33
R191482	12		\$ 63,036.18	\$ 4,822.33
R191492	12		\$ 63,036.18	\$ 4,822.33
R191493	12		\$ 63,036.18	\$ 4,822.33
R191483	12		\$ 63,036.18	\$ 4,822.33
R191484	12		\$ 63,036.18	\$ 4,822.33
R191485	12		\$ 63,036.18	\$ 4,822.33
R191479	12		\$ 63,036.18	\$ 4,822.33
R191486	12		\$ 63,036.18	\$ 4,822.33
R184687	Phase 5 Parcel	[c]	\$ 6,357,649.00	\$ 486,366.87
Total			\$ 24,643,000.00	\$ 1,886,104.96

Notes:

[a] Property IDs based on preliminary Hays Central Appraisal District notices, and may be updated based on certified data when available.

[b] Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due by January 31, 2024.

[c] Outstanding Assessment allocated to parcels within Neighborhood Improvement Area #3 by Estimated Buildout Value until a plat is filed with the County.

EXHIBIT B-1 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS

Hays County, Texas \$14,565,000 Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) Preliminary Debt Service assuming 9/1/23 Extraordinary Optional Redemption				
Debt Service Schedule				Part 1 of 2
Date	Principal	Interest	Total P+I	Fiscal Total
09/01/2023	-	-	-	-
09/15/2023	320,000.00	503,925.00	823,925.00	-
09/30/2023	-	-	-	823,925.00
03/15/2024	-	493,925.00	493,925.00	-
09/15/2024	280,000.00	493,925.00	773,925.00	-
09/30/2024	-	-	-	1,267,850.00
03/15/2025	-	485,175.00	485,175.00	-
09/15/2025	300,000.00	485,175.00	785,175.00	-
09/30/2025	-	-	-	1,270,350.00
03/15/2026	-	475,800.00	475,800.00	-
09/15/2026	320,000.00	475,800.00	795,800.00	-
09/30/2026	-	-	-	1,271,600.00
03/15/2027	-	465,800.00	465,800.00	-
09/15/2027	340,000.00	465,800.00	805,800.00	-
09/30/2027	-	-	-	1,271,600.00
03/15/2028	-	455,175.00	455,175.00	-
09/15/2028	365,000.00	455,175.00	820,175.00	-
09/30/2028	-	-	-	1,275,350.00
03/15/2029	-	442,400.00	442,400.00	-
09/15/2029	395,000.00	442,400.00	837,400.00	-
09/30/2029	-	-	-	1,279,800.00
03/15/2030	-	428,575.00	428,575.00	-
09/15/2030	420,000.00	428,575.00	848,575.00	-
09/30/2030	-	-	-	1,277,150.00
03/15/2031	-	413,875.00	413,875.00	-
09/15/2031	455,000.00	413,875.00	868,875.00	-
09/30/2031	-	-	-	1,282,750.00
03/15/2032	-	397,950.00	397,950.00	-
09/15/2032	485,000.00	397,950.00	882,950.00	-
09/30/2032	-	-	-	1,280,900.00
03/15/2033	-	380,975.00	380,975.00	-
09/15/2033	525,000.00	380,975.00	905,975.00	-
09/30/2033	-	-	-	1,286,950.00
03/15/2034	-	362,600.00	362,600.00	-
09/15/2034	565,000.00	362,600.00	927,600.00	-
09/30/2034	-	-	-	1,290,200.00
03/15/2035	-	342,825.00	342,825.00	-
09/15/2035	605,000.00	342,825.00	947,825.00	-
09/30/2035	-	-	-	1,290,650.00
03/15/2036	-	321,650.00	321,650.00	-
09/15/2036	650,000.00	321,650.00	971,650.00	-

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Hays County, Texas

\$14,565,000 Special Assessment Revenue Bonds, Series 2015

(La Cima Public Improvement District Major Public Improvement Project)

Preliminary Debt Service assuming 9/1/23 Extraordinary Optional Redemption

Debt Service Schedule

Part 2 of 2

Date	Principal	Interest	Total P+I	Fiscal Total
09/30/2036	-	-	-	1,293,300.00
03/15/2037	-	298,900.00	298,900.00	-
09/15/2037	695,000.00	298,900.00	993,900.00	-
09/30/2037	-	-	-	1,292,800.00
03/15/2038	-	274,575.00	274,575.00	-
09/15/2038	750,000.00	274,575.00	1,024,575.00	-
09/30/2038	-	-	-	1,299,150.00
03/15/2039	-	248,325.00	248,325.00	-
09/15/2039	805,000.00	248,325.00	1,053,325.00	-
09/30/2039	-	-	-	1,301,650.00
03/15/2040	-	220,150.00	220,150.00	-
09/15/2040	865,000.00	220,150.00	1,085,150.00	-
09/30/2040	-	-	-	1,305,300.00
03/15/2041	-	189,875.00	189,875.00	-
09/15/2041	930,000.00	189,875.00	1,119,875.00	-
09/30/2041	-	-	-	1,309,750.00
03/15/2042	-	157,325.00	157,325.00	-
09/15/2042	1,005,000.00	157,325.00	1,162,325.00	-
09/30/2042	-	-	-	1,319,650.00
03/15/2043	-	122,150.00	122,150.00	-
09/15/2043	1,080,000.00	122,150.00	1,202,150.00	-
09/30/2043	-	-	-	1,324,300.00
03/15/2044	-	84,350.00	84,350.00	-
09/15/2044	1,160,000.00	84,350.00	1,244,350.00	-
09/30/2044	-	-	-	1,328,700.00
03/15/2045	-	43,750.00	43,750.00	-
09/15/2045	1,250,000.00	43,750.00	1,293,750.00	-
09/30/2045	-	-	-	1,337,500.00
Total	\$14,565,000.00	\$14,716,175.00	\$29,281,175.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculations	9/01/2018
Average Life	17.608 Years
Average Coupon	6.9554803%

Par Amounts Of Selected Issues

2015 spl assmt rev bonds (7/20) (extraord) def	14,565,000.00
TOTAL	14,565,000.00

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Austin, Texas

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EXHIBIT B-2 – DEBT SERVICE SCHEDULE FOR NEIGHBORHOOD IMPROVEMENT AREA #1-2 BONDS

Hays County, Texas Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas 1-2 Project)					
Debt Service Schedule					Part 1 of 3
Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/15/2023	-	-	-	-	-
09/15/2023	165,000.00	2.500%	164,031.25	329,031.25	-
09/30/2023	-	-	-	-	329,031.25
03/15/2024	-	-	161,968.75	161,968.75	-
09/15/2024	170,000.00	2.500%	161,968.75	331,968.75	-
09/30/2024	-	-	-	-	493,937.50
03/15/2025	-	-	159,843.75	159,843.75	-
09/15/2025	170,000.00	2.500%	159,843.75	329,843.75	-
09/30/2025	-	-	-	-	489,687.50
03/15/2026	-	-	157,718.75	157,718.75	-
09/15/2026	180,000.00	3.250%	157,718.75	337,718.75	-
09/30/2026	-	-	-	-	495,437.50
03/15/2027	-	-	154,793.75	154,793.75	-
09/15/2027	185,000.00	3.250%	154,793.75	339,793.75	-
09/30/2027	-	-	-	-	494,587.50
03/15/2028	-	-	151,787.50	151,787.50	-
09/15/2028	190,000.00	3.250%	151,787.50	341,787.50	-
09/30/2028	-	-	-	-	493,575.00
03/15/2029	-	-	148,700.00	148,700.00	-
09/15/2029	195,000.00	3.250%	148,700.00	343,700.00	-
09/30/2029	-	-	-	-	492,400.00
03/15/2030	-	-	145,531.25	145,531.25	-
09/15/2030	205,000.00	3.250%	145,531.25	350,531.25	-
09/30/2030	-	-	-	-	496,062.50
03/15/2031	-	-	142,200.00	142,200.00	-
09/15/2031	205,000.00	3.750%	142,200.00	347,200.00	-
09/30/2031	-	-	-	-	489,400.00
03/15/2032	-	-	138,356.25	138,356.25	-
09/15/2032	215,000.00	3.750%	138,356.25	353,356.25	-
09/30/2032	-	-	-	-	491,712.50
03/15/2033	-	-	134,325.00	134,325.00	-
09/15/2033	225,000.00	3.750%	134,325.00	359,325.00	-
09/30/2033	-	-	-	-	493,650.00
03/15/2034	-	-	130,106.25	130,106.25	-
09/15/2034	230,000.00	3.750%	130,106.25	360,106.25	-
09/30/2034	-	-	-	-	490,212.50
03/15/2035	-	-	125,793.75	125,793.75	-
09/15/2035	240,000.00	3.750%	125,793.75	365,793.75	-
09/30/2035	-	-	-	-	491,587.50
03/15/2036	-	-	121,293.75	121,293.75	-

2020 spl assmt rev NIA 1& | Issue Summary | 8/17/2023 | 2:55 PM

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Hays County, Texas

Special Assessment Revenue Bonds, Series 2020

(La Cima Public Improvement District Neighborhood Improvement Areas 1-2 Project)

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/15/2036	250,000.00	3.750%	121,293.75	371,293.75	-
09/30/2036	-	-	-	-	492,587.50
03/15/2037	-	-	116,606.25	116,606.25	-
09/15/2037	260,000.00	3.750%	116,606.25	376,606.25	-
09/30/2037	-	-	-	-	493,212.50
03/15/2038	-	-	111,731.25	111,731.25	-
09/15/2038	275,000.00	3.750%	111,731.25	386,731.25	-
09/30/2038	-	-	-	-	498,462.50
03/15/2039	-	-	106,575.00	106,575.00	-
09/15/2039	285,000.00	3.750%	106,575.00	391,575.00	-
09/30/2039	-	-	-	-	498,150.00
03/15/2040	-	-	101,231.25	101,231.25	-
09/15/2040	295,000.00	3.750%	101,231.25	396,231.25	-
09/30/2040	-	-	-	-	497,462.50
03/15/2041	-	-	95,700.00	95,700.00	-
09/15/2041	300,000.00	4.000%	95,700.00	395,700.00	-
09/30/2041	-	-	-	-	491,400.00
03/15/2042	-	-	89,700.00	89,700.00	-
09/15/2042	315,000.00	4.000%	89,700.00	404,700.00	-
09/30/2042	-	-	-	-	494,400.00
03/15/2043	-	-	83,400.00	83,400.00	-
09/15/2043	320,000.00	4.000%	83,400.00	403,400.00	-
09/30/2043	-	-	-	-	486,800.00
03/15/2044	-	-	77,000.00	77,000.00	-
09/15/2044	335,000.00	4.000%	77,000.00	412,000.00	-
09/30/2044	-	-	-	-	489,000.00
03/15/2045	-	-	70,300.00	70,300.00	-
09/15/2045	345,000.00	4.000%	70,300.00	415,300.00	-
09/30/2045	-	-	-	-	485,600.00
03/15/2046	-	-	63,400.00	63,400.00	-
09/15/2046	740,000.00	4.000%	63,400.00	803,400.00	-
09/30/2046	-	-	-	-	866,800.00
03/15/2047	-	-	48,600.00	48,600.00	-
09/15/2047	770,000.00	4.000%	48,600.00	818,600.00	-
09/30/2047	-	-	-	-	867,200.00
03/15/2048	-	-	33,200.00	33,200.00	-
09/15/2048	800,000.00	4.000%	33,200.00	833,200.00	-
09/30/2048	-	-	-	-	866,400.00
03/15/2049	-	-	17,200.00	17,200.00	-
09/15/2049	420,000.00	4.000%	17,200.00	437,200.00	-

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Hays County, Texas

Special Assessment Revenue Bonds, Series 2020

(La Cima Public Improvement District Neighborhood Improvement Areas 1-2 Project)

Debt Service Schedule

Part 3 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2049	-	-	-	-	454,400.00
03/15/2050	-	-	8,800.00	8,800.00	-
09/15/2050	440,000.00	4.000%	8,800.00	448,800.00	-
09/30/2050	-	-	-	-	457,600.00
Total	\$8,725,000.00	-	\$5,955,756.25	\$14,680,756.25	-

Yield Statistics

Bond Year Dollars	\$152,242.50
Average Life	17.449 Years
Average Coupon	3.9120195%
DV01	10,065.30
Net Interest Cost (NIC)	3.9120195%
True Interest Cost (TIC)	3.8946352%
Bond Yield for Arbitrage Purposes	3.7627631%
All Inclusive Cost (AIC)	3.8946352%

IRS Form 8038

Net Interest Cost	3.9120195%
Weighted Average Maturity	17.449 Years

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EXHIBIT B-3 – DEBT SERVICE SCHEDULE FOR NEIGHBORHOOD IMPROVEMENT AREA #3 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Series 2022 Bonds:

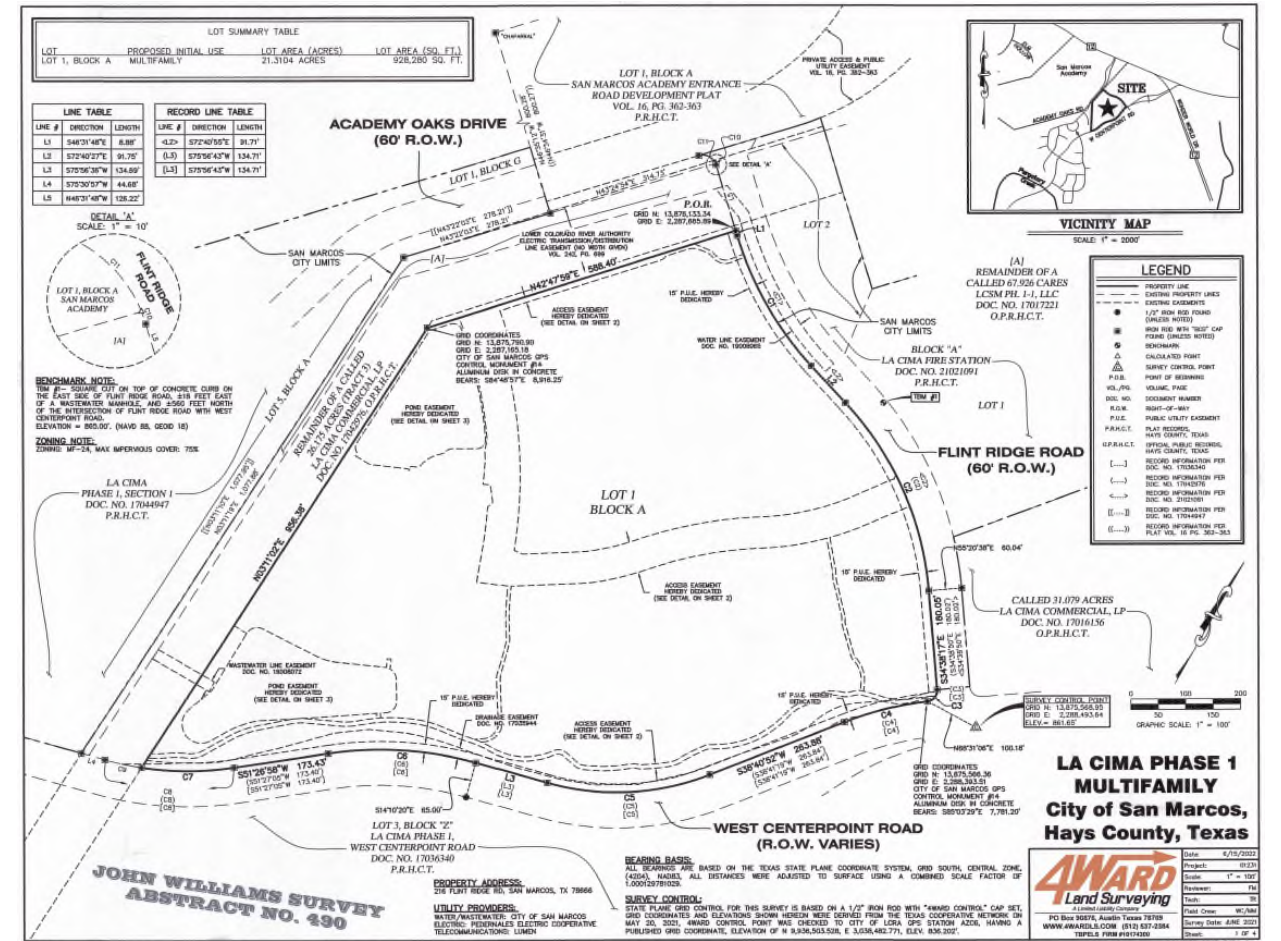
<u>Year Ending (September 15)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 880,000	\$ 834,654	\$ 1,714,654
2024	291,000	1,100,693	1,391,693
2025	306,000	1,086,870	1,392,870
2026	321,000	1,072,335	1,393,335
2027	338,000	1,057,088	1,395,088
2028	355,000	1,041,033	1,396,033
2029	373,000	1,023,726	1,396,726
2030	392,000	1,005,543	1,397,543
2031	412,000	986,433	1,398,433
2032	434,000	966,348	1,400,348
2033	456,000	945,190	1,401,190
2034	483,000	920,110	1,403,110
2035	512,000	893,545	1,405,545
2036	542,000	865,385	1,407,385
2037	573,000	835,575	1,408,575
2038	607,000	804,060	1,411,060
2039	642,000	770,675	1,412,675
2040	680,000	735,365	1,415,365
2041	720,000	697,965	1,417,965
2042	763,000	658,365	1,421,365
2043	808,000	616,400	1,424,400
2044	857,000	569,940	1,426,940
2045	910,000	520,663	1,430,663
2046	966,000	468,338	1,434,338
2047	1,025,000	412,793	1,437,793
2048	1,089,000	353,855	1,442,855
2049	1,155,000	291,238	1,446,238
2050	1,226,000	224,825	1,450,825
2051	1,301,000	154,330	1,455,330
2052	<u>1,383,000</u>	<u>79,523</u>	<u>1,462,523</u>
Total ⁽¹⁾	<u>\$20,800,000</u>	<u>\$21,992,858</u>	<u>\$42,792,858</u>

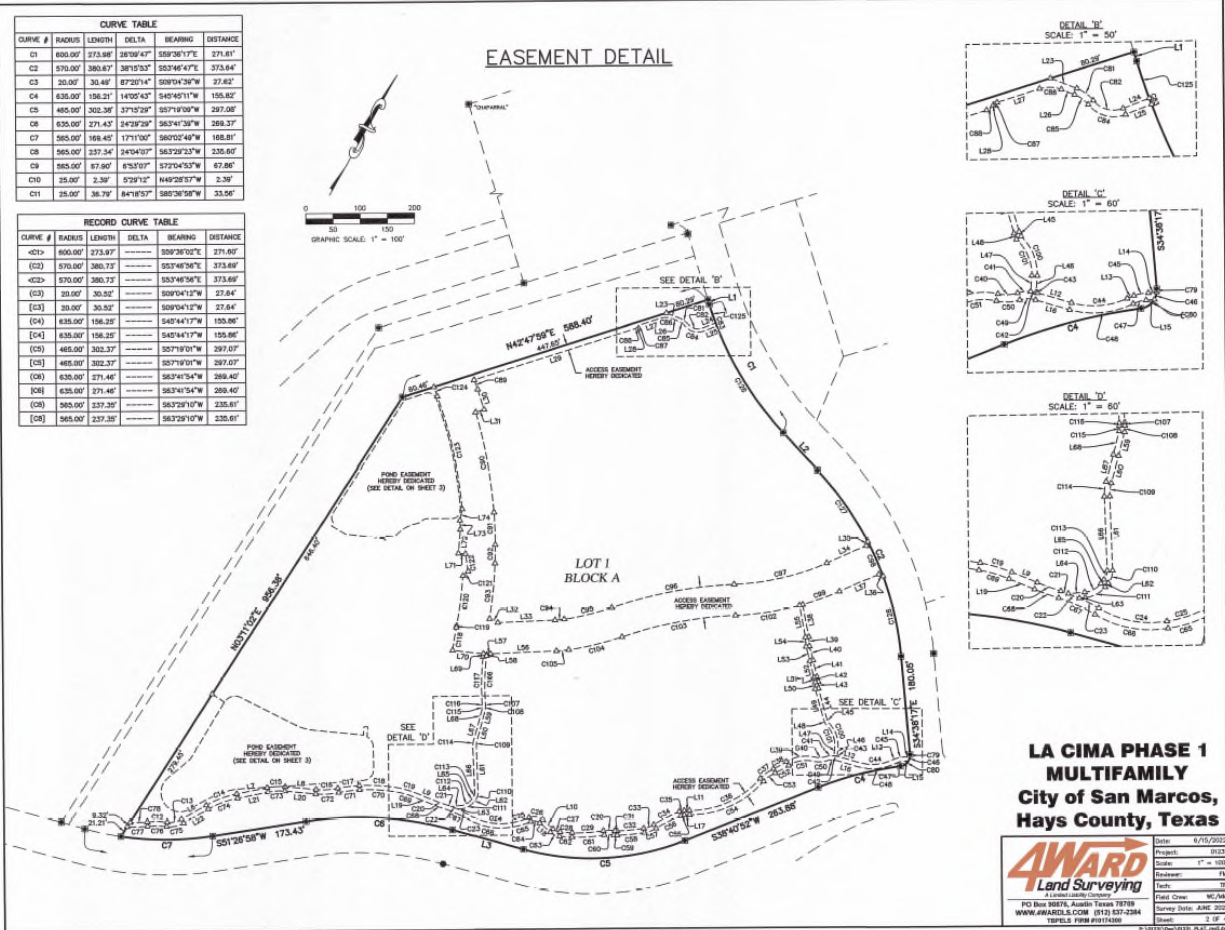
⁽¹⁾ Totals may not add due to rounding.

**EXHIBIT B-4 – DEBT SERVICE SCHEDULE FOR NEIGHBORHOOD IMPROVEMENT
AREA #3 REIMBURSEMENT OBLIGATION**

Annual Installment Due 1/31	Neighborhood Improvement Area #3 Reimbursement Obligation	
	Principal	Interest [b]
2024	\$ 64,000.00	\$ 283,380.00
2025	68,000.00	279,540.00
2026	72,000.00	275,460.00
2027	76,000.00	271,140.00
2028	81,000.00	266,580.00
2029	86,000.00	261,720.00
2030	91,000.00	256,560.00
2031	97,000.00	251,100.00
2032	102,000.00	245,280.00
2033	109,000.00	239,160.00
2034	115,000.00	232,620.00
2035	121,000.00	225,720.00
2036	129,000.00	218,460.00
2037	137,000.00	210,720.00
2038	145,000.00	202,500.00
2039	154,000.00	193,800.00
2040	163,000.00	184,560.00
2041	173,000.00	174,780.00
2042	183,000.00	164,400.00
2043	194,000.00	153,420.00
2044	206,000.00	141,780.00
2045	218,000.00	129,420.00
2046	231,000.00	116,340.00
2047	245,000.00	102,480.00
2048	259,000.00	87,780.00
2049	275,000.00	72,240.00
2050	292,000.00	55,740.00
2051	310,000.00	38,220.00
2052	327,000.00	19,620.00
Total	4,723,000.00	5,354,520.00

EXHIBIT C-1 – FINAL PLAT – MULTIFAMILY





**LA CIMA PHASE 1
MULTIFAMILY**
**City of San Marcos,
Hays County, Texas**

4WARD
Land Surveying
A General Liability Company

PO Box 188718, Austin Texas 78719
WWW.4WARDLS.COM (512) 537-3384

Date: 8/15/20
Project: ST
Grade:
Reviewer:
Title:
Firm Name: WC
Survey State: ARE

STATE OF TEXAS §
COUNTY OF HAYS §
BEFORE ME, the undersigned authority, on this day personally appeared W.T. Field, President of LA CIMA LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

DO HEREBY SURRENDER 21.314 ACRES OF LAND AS SHOWN ON THIS PLAN, AND DESIGNATED HEREIN AS
LA CIMA PHASE 1 MULTIFAMILY
SUBDIVISION TO THE CITY OF SAN MARCOS, TEXAS, AND WHOSE NAME IS SURRENDERED HERETO, HEREBY
DEDICATE TO THE USE OF THE PUBLIC FOR THE PURPOSES OF HIGHWAYS, EASEMENTS,
EXCLUSIONS, LARGESCALE AREA WITH EASEMENTS, PARKS AND PUBLIC PLACES THEREIN SHOWN FOR THE
PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

IN WITNESS WHEREOF, W.T. FIELD, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 16th DAY
OF JUNE, 2022, A.D.

TO: LA CIMA LP

BY: GLENWOOD LA CIMA LP
A TEXAS LIMITED PARTNERSHIP,
ITS GENERAL PARTNER

BY: GLENWOOD VENTURES GP, LLC
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: W.T. FIELD, PRESIDENT
1609 N. COLLINS BOULEVARD, SUITE 3000
RICHMOND, TEXAS 75280

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COUNTY OF HAYS §
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BY: W.T. FIELD, PRESIDENT
1609 N. COLLINS BOULEVARD, SUITE 3000
RICHMOND, TEXAS 75280

LEGAL DESCRIPTION
BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 21.314 ACRES (EVALUING SQUARE FEET) OUT OF
THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 401, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 21.31
ACRE TRACT CONVEYED TO LA CIMA LP, INC. BY DEED NO. 2004013 OF THE OFFICIAL
PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.A.C.T.), SAID 21.314 ACRES BEING MORE PARTICULARLY
DESCRIBED BY METES AND MEASURES AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH "800" CAP FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF FLINT
ROD ROAD (S2 RIGHT-OF-WAY), BEING THE NORTHERLY MOST CORNER OF SAID T21/2 LA CIMA TRACT, AND BEING
THE EASTERLY MOST CORNER OF THE REMAINDER OF A CALLED 26.175 ACRES TRACT (DESCRIBED AS "TRACT 2")
CONVEYED TO LA CIMA COMMERCIAL LP IN DOCUMENT NO. 17042978 (O.P.A.C.T.), FOR THE NORTHERLY MOST
CORNER AND POINT OF BEGINNING HEREOF, FROM WHICH A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROSE ROAD, AND BEING A POINT
OF CURVATURE IN THE EASTERLY LINE OF THE REMAINDER OF A CALLED 47.638 ACRES TRACT CONVEYED TO LCM PL
1-1, LLC IN DOCUMENT NO. 17077221 (O.P.A.C.T.), BEARS 140°17'48"N, A DISTANCE OF 128.22 FEET;

THENCE, WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROSE ROAD AND THE NORTHEAST LINE OF SAID
T21/2 LA CIMA TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) 548°31'48"E, A DISTANCE OF 8.88 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 273.98
FEET AND WHOSE CHORD BEARS 302°01'21"W, A DISTANCE OF 271.61 FEET TO A 1/2-INCH IRON ROD WITH
"800" CAP FOUND FOR A POINT OF TANGENCY HEREOF;
- 3) 327°42'27"E, A DISTANCE OF 91.75 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 570.00 FEET, WHOSE ARC LENGTH IS
581.17 FEET AND WHOSE CHORD BEARS 353°04'27"E, A DISTANCE OF 573.84 FEET TO A 1/2-INCH IRON
ROD WITH "800" CAP FOUND FOR A POINT OF TANGENCY HEREOF; AND
- 5) 326°01'21"E, A DISTANCE OF 188.55 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF, SAID POINT BEING THE BEGINNING OF A RIGHT-OF-WAY TRANSITION BETWEEN THE
SOUTHWEST RIGHT-OF-WAY LINE OF SAID FLINT ROSE ROAD AND THE NORTHEAST RIGHT-OF-WAY LINE OF
WEST CENTERPOINT ROAD (RIGHT-OF-WAY VARIES);

THENCE, WITH THE RIGHT-OF-WAY TRANSITION BETWEEN SAID FLINT ROSE ROAD AND SAID WEST CENTERPOINT ROAD,
AND WITH THE EASTERLY LINE OF SAID T21/2 LA CIMA TRACT, ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE
RADIUS IS 23.00 FEET, WHOSE ARC LENGTH IS 26.49 FEET AND WHOSE CHORD BEARS 309°04'20"W, A DISTANCE OF
22.82 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A NON-TANGENT POINT OF COMPOUND
CURVATURE HEREOF, SAID POINT BEING THE END OF SAID RIGHT-OF-WAY TRANSITION BETWEEN SAID FLINT ROSE
ROAD AND SAID WEST CENTERPOINT ROAD;

THENCE, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SAID WEST CENTERPOINT ROAD AND THE SOUTHWEST LINE OF
SAID T21/2 LA CIMA TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 835.00 FEET, WHOSE ARC LENGTH IS 156.21
FEET AND WHOSE CHORD BEARS 342°01'11"W, A DISTANCE OF 155.82 FEET TO A 1/2-INCH IRON ROD WITH
"800" CAP FOUND FOR AN ANGLE POINT HEREOF;
- 2) 338°42'52"W, A DISTANCE OF 283.68 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 455.00 FEET, WHOSE ARC LENGTH IS
522.38 FEET AND WHOSE CHORD BEARS 329°04'20"W, A DISTANCE OF 527.08 FEET TO A POINT OF
TANGENCY HEREOF;
- 4) 327°04'20"E, A DISTANCE OF 134.89 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF;
- 5) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 635.00 FEET, WHOSE ARC LENGTH IS 271.43
FEET AND WHOSE CHORD BEARS 302°01'21"W, A DISTANCE OF 269.37 FEET TO A 1/2-INCH IRON ROD WITH
"800" CAP FOUND FOR A POINT OF TANGENCY HEREOF;
- 6) 326°01'21"E, A DISTANCE OF 173.42 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR A POINT
OF CURVATURE HEREOF; AND
- 7) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 565.00 FEET, WHOSE ARC LENGTH IS
164.45 FEET AND WHOSE CHORD BEARS 326°01'21"W, A DISTANCE OF 164.81 FEET TO A 1/2-INCH IRON
ROD WITH "800" CAP FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE, LEAVING THE NORTHEAST RIGHT-OF-WAY LINE OF SAID WEST CENTERPOINT ROAD, WITH THE NORTHEAST LINE
OF SAID T21/2 LA CIMA TRACT AND THE SOUTHWEST LINE OF SAID LA CIMA COMMERCIAL TRACT, THE FOLLOWING TWO
(2) COURSES AND DISTANCES:

- 1) 103°17'02"E, A DISTANCE OF 386.36 FEET TO A 1/2-INCH IRON ROD WITH "800" CAP FOUND FOR AN
ANGLE POINT HEREOF; AND
- 2) 147°47'02"E, A DISTANCE OF 168.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.314 ACRES
(EVALUING SQUARE FEET) OF LAND, MORE OR LESS;

PLAT NOTES:

- 1) THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE, BUT IS NOT IN THE CONTRIBUTING ZONE.
- 2) THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.
- 3) ROAD SECTIONS ARE COVERED BY THE DEVELOPMENT AGREEMENT WITH CITY OF SAN MARCOS AND WILL BE
MAINTAINED BY THE CITY OF SAN MARCOS FOR THE DEVELOPMENT AGREEMENT.
- 4) SEEDMAKS ARE REQUIRED AT TIME OF SITE DEVELOPMENT.
- 5) LA CIMA PHASE 1 MULTIFAMILY IS REGULATED BY DEVELOPMENT AGREEMENT DOCUMENT NUMBER 2004003,
DEVELOPMENT NAME: DEVELOPMENT AGREEMENT LA CIMA SAN MARCOS.
- 6) ACCORDING TO THE DEVELOPMENT AGREEMENT NUMBER 2004003 FROM THE CITY OF SAN MARCOS, TEXAS, LOT 1
NOT TO EXCEED 75% IMPERVIOUS COVER.
- 7) POND AND DRAINAGE EXISTENTS WILL BE PRIVATELY MAINTAINED.

CITY OF SAN MARCOS §
APPROVAL CERTIFICATE §
APPROVED AND AUTHORIZED TO BE RECORDED ON THE 8th DAY OF July, 2022 BY THE
PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS: §

OF & SECRETARY
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CITY OF SAN MARCOS
PLANNING AND ZONING COMMISSION
CLERK
San Marcos, TX 78682

CITY OF SAN MARCOS
PLANNING AND ZONING COMMISSION
CLERK
San Marcos, TX 78682

STATE OF TEXAS §
COUNTY OF HAYS §
I, CLARENCE M. CARROLL, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT WAS FILED WITH ITS CERTIFICATE OF AUTHORIZATION AND FILED
FOR RECORD IN MY OFFICE ON THE 12th DAY OF July, 2022 AT 9:51 O'CLOCK A.M.,
AND DAILY RECORDED ON THE 12th DAY OF July, 2022 AT 9:51 O'CLOCK A.M.,
AT 9:51 O'CLOCK A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN
BOOK 47-014-0019

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 12th
DAY OF July, 2022, A.D.

CLARENCE M. CARROLL, COUNTY CLERK

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EXHIBIT C-2 – FINAL PLAT – PHASE 3 SECTION A




STREET SUMMARY			
STREET NAME	R.O.W. WIDTH	PAVEMENT WIDTH	LINEAR FEET
FOUNTAIN GRASS DRIVE	54' R.O.W.	30'	1,078
PUPPY DOG PASS	54' R.O.W.	30'	1,794
TEAKMILL TRAIL	54' R.O.W.	30'	1,280
HORSEHERB WAY	54' R.O.W.	30'	664
LAMBS EAR PATH	54' R.O.W.	30'	481
COUNTRY CAT LANE	54' R.O.W.	30'	910
MISSOURI PROMISED LANE	54' R.O.W.	30'	707
			TOTAL
			7,244 L.F.

KEITH E. YOUNG, the undersigned, a REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE, AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

[Signature] 9/19/2022 DATE

KEITH E. YOUNG, P.E.
TEXAS REGISTRATION NO. 49222
DOLICET & ASSOCIATES, INC.
34205 MIDWAY BLVD. WEST, SUITE 180
AUSTIN, TEXAS 78718




 9-15-2022
 

CHRISTOPHER W. TERRY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 8849
 DOUGSET & ASSOCIATES, INC.
 C.TERRY@DOUGSETENGINEERS.COM

3. THE FOLLOWING CITY OF SAN MARCOS UPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
EARTH from WISCONSIN / TRIP RUN ROAD

Date: 9-13-2022
Scale: 1"=100'
Drawn by: SGP
Revised: 01
Project: 1725-090
Sheet: 3 of 3
File Desc: --
Plot Date: --
Survey Date: --

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**LA CIMA PHASE 4
FINAL PLAT**

AUGUST, 2022
HAYS COUNTY, TEXAS

100 0 100
SCALE: 1"=100'

1/2" IRON ROD W/ PLATE CAP
1/2" IRON ROD W/ PLATE CAP
CALCULATED POINT
BENCHMARK
RECORD INFORMATION
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
FUTURE PUBLIC RECORD
WATER LINE
PUBLIC UTILITY EASEMENT

LEGEND

NOTES:

1. BEARING BASE IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRS, CONSTRAINED TO:
-NCS OPLS
-NCS CORS STATIONS: SANM, TALL, TIE, TSM
-NAD83 USA CORS STATIONS: OSM, LWS, LFL, LUC, LLL, LUK, LUM, SGL, TSS
-BEST CONTROL: 41064271, 11084271, 11087207
2. DISTANCES SHOWN HEREIN ARE BASED ON SURFACE MEASUREMENTS. TO CORRECT SURFACE DISTANCES TO GRS, MULTIPLY BY THE FOLLOWING SCALE FACTOR:
3. COORDINATES SHOWN HEREIN ARE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRS.
4. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.9999875.
5. CONTOUR DATA SHOWN HEREIN IS DERIVED FROM TEXAS STATEWIDE MAPPING (STANDARD) CONTRACT NO. TEXAS NATURAL RESOURCES INFORMATION SYSTEM.
6. HORIZONTAL DATUM IS REFERENCED TO NORTH AMERICAN DATUM OF 1983 (NAD 83, 2011) AND THE VERTICAL DATUM IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDS88) WITH GROUND.

BOUNDARY LIST: NAVD 83 = GRS 12A CONSTRAINED TO:

- NCS OPLS
- NCS CORS STATIONS: SANM, TALL, TIE, TSM
- NAD83 USA CORS STATIONS: OSM, LWS, LFL, LUC, LLL, LUK, LUM, SGL, TSS

CITY OF SAN MARCOS GPS BENCHMARK NO. 14
(APRIL 2009, 1/4" IRON ROD, 1/2" IRON ROD, 1/2" IRON ROD)
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UTILITY NOTES:

WATER/WASTE WATER: CITY OF SAN MARCOS
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78668

ELECTRIC: ELECTRIC COOPERATIVE OF CENTRAL TEXAS
201 SOUTH AVENUE F
JUNCTION CITY, TEXAS 76855

**FINAL PLAT
LA CIMA
PHASE 4
WEST CENTERPOINT ROAD
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS**

**Bowman
CONSULTING**

Bowman Consulting Group, LLC
1100 E. Capital of Texas Hwy, Suite 200, Austin, TX 78746
Phone: 512.357.1700 Fax: 512.357.4000
www.bowmanconsulting.com | BowmanConsultingGroup.com
Toll Free 800.855.8588 | Texas 800.855.8588

PLAN 4 OF 12

LA CIMA PHASE 4
FINAL PLAT

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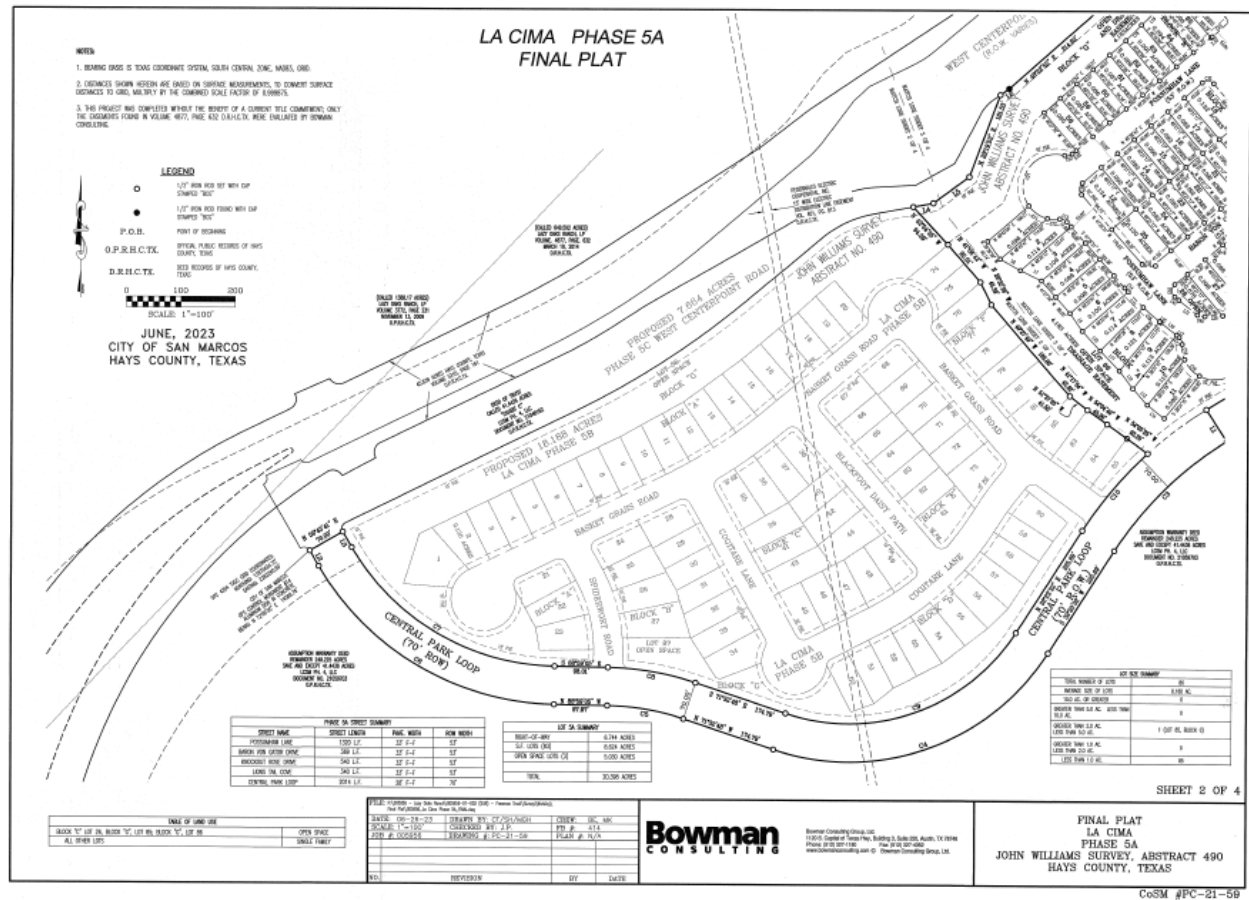
Bozeman Consulting Group, LLC
1100 Capital of Texas Hwy., Building 5, Suite 200, Austin, TX 78746
Phone: (512) 201-4300 Fax: (512) 201-4000
www.201consultinggroup.com

FINAL PLAN
1A CDA
PHASE 4
WEST CROTERPOINT ROAD
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 5 OF 5
PLAN #: 1246

EXHIBIT C-5 – FINAL PLAT – PHASE 5A

LA CIMA PUBLIC IMPROVEMENT DISTRICT 2023 ANNUAL SERVICE PLAN UPDATE



LA CIMA PHASE 5A
FINAL PLAT

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	30.00	31.42	N 05°12'57" E	28.28
C2	500.00	1064.17	N 07°02'37" W	804.80
C3	885.00	355.64	S 45°04'30" E	298.28
C4	438.00	371.67	S 70°52'22" W	339.88
C5	465.00	140.88	N 07°03'36" W	142.13
C6	510.00	525.80	N 04°04'27" E	500.80
C7	480.00	453.70	S 50°03'47" E	430.91
C8	520.00	184.80	S 07°01'48" E	180.85
C9	385.00	498.54	N 70°02'23" E	446.74
C10	720.00	180.21	N 04°02'48" E	181.00
C11	80.00	40.20	S 50°03'47" E	37.50
C12	80.00	20.98	S 87°04'17" E	22.43
C13	15.00	14.77	N 07°02'36" E	14.38
C14	520.00	0.44	S 47°03'12" E	0.44
C15	520.00	40.01	S 44°30'32" E	40.00
C16	580.00	80.00	S 40°00'01" E	40.84
C17	65.00	14.77	N 37°04'06" W	14.38
C18	65.00	35.00	S 08°03'11" E	28.79
C19	60.00	41.30	S 47°32'22" E	40.40
C20	60.00	120.88	N 07°00'33" E	120.40
C21	60.00	148.77	N 30°04'16" W	112.48
C22	70.00	14.77	N 77°04'17" E	14.18
C23	430.00	42.18	S 47°04'36" W	42.18
C24	430.00	30.88	S 42°04'14" E	30.88
C25	470.00	6.50	N 07°11'30" E	6.50
C26	470.00	30.87	S 42°04'36" W	30.17
C27	470.00	40.87	S 48°04'20" E	40.00
C28	470.00	40.00	S 57°02'30" E	40.00
C29	470.00	8.50	S 58°04'14" E	8.50
C30	270.00	12.00	S 50°04'04" W	12.00
C31	15.00	25.37	N 05°03'10" E	25.40
C32	15.00	25.58	N 00°11'17" W	21.21
C33	870.00	5.50	S 47°03'14" E	5.10
C34	150.00	24.37	N 03°00'04" E	24.88
C35	15.00	33.00	S 05°00'40" E	31.67
C36	15.00	25.80	S 04°04'17" W	21.47
C37	800.00	30.00	N 04°04'30" E	30.20
C38	800.00	42.85	N 30°04'40" W	41.57
C39	800.00	31.84	S 47°04'36" W	25.53
C40	15.00	14.77	S 79°04'01" E	14.18
C41	430.00	0.38	S 00°02'10" E	0.38
C42	10.00	30.15	S 00°10'21" E	20.87
C43	15.00	21.47	N 00°10'21" E	15.84
C44	15.00	24.30	N 07°02'48" W	20.80
C45	720.00	18.00	S 47°04'36" E	18.00
C46	720.00	23.88	S 42°04'14" E	22.87
C47	720.00	18.00	N 47°04'36" E	18.00
C48	720.00	40.85	S 40°04'14" E	40.85
C49	720.00	8.00	S 40°04'37" E	8.00
C50	720.00	20.87	S 47°04'36" E	20.88
C51	720.00	12.80	S 40°00'01" E	13.83
C52	720.00	42.80	N 40°02'30" E	42.81
C53	10.00	24.88	N 04°01'40" E	23.80
C54	820.00	10.13	N 08°11'30" E	10.13
C55	820.00	44.80	S 44°17'00" E	44.82
C56	820.00	45.84	S 40°00'44" E	45.84
C57	820.00	16.88	S 42°00'41" E	16.88
C58	15.00	25.15	S 07°04'07" W	20.82
C59	580.00	60.00	N 44°02'37" E	60.88
C60	420.00	15.34	S 47°04'47" W	15.24
C61	15.00	30.47	N 00°02'38" W	20.40
C62	820.00	8.00	S 40°04'37" E	8.00
C63	820.00	40.00	S 42°04'14" E	40.00
C64	820.00	41.04	S 40°04'47" E	41.03
C65	60.00	23.37	S 47°02'18" E	20.80
C66	60.00	43.38	N 70°04'07" E	42.80
C67	60.00	140.83	N 15°02'22" W	112.96
C68	60.00	52.11	S 77°03'18" W	50.80
C69	15.00	20.87	N 00°02'38" E	20.84
C70	570.00	27.83	S 43°00'00" E	27.85
C71	570.00	21.88	S 43°03'17" E	21.89
C72	15.00	26.17	S 06°03'00" W	20.00
C73	308.50	5.07	N 30°03'30" E	5.17
C74	308.50	9.22	S 52°00'50" E	9.37
C75	15.00	28.92	N 70°04'47" W	21.64
C76	422.50	20.25	S 10°01'57" W	20.25
C77	720.00	5.79	S 48°04'00" E	5.79

LINK TABLE		
LINK #	BEARING	DISTANCE
L1	S 30°25'44" E	79.907
L2	S 30°39'14" E	55.334
L3	N 4°29'34" E	57.893
L4	S 51°52'14" E	68.473
L5	N 50°41'11" E	18.805
L7	N 49°47'38" E	43.472
L8	N 40°47'38" E	43.463
L9	N 43°47'38" E	46.367
L10	N 42°47'38" E	48.713
L11	N 43°47'38" E	51.646
L12	N 30°25'44" E	41.468
L13	N 47°47'38" E	48.617
L14	N 37°47'38" E	49.358
L15	N 57°47'38" E	37.726
L16	N 57°47'38" E	37.255
L17	N 57°47'38" E	8.207
L18	N 49°47'38" E	49.895
L19	N 40°47'38" E	40.368
L20	N 43°47'38" E	43.007
L21	S 45°00'41" E	80.003
L22	S 43°51'44" E	39.717
L23	S 44°51'44" E	43.007
L24	S 42°51'44" E	40.007
L25	N 47°47'38" E	39.007
L26	N 40°47'38" E	40.368
L27	S 44°51'44" E	43.123
L28	N 40°47'38" E	44.887
L29	N 47°47'38" E	41.887
L30	S 45°00'41" E	5.647
L31	N 37°47'38" E	45.517
L32	N 37°47'38" E	34.248
L33	N 39°47'38" E	19.893
L34	N 39°47'38" E	38.797
L35	N 40°47'38" E	25.364
L36	N 40°47'38" E	14.115
L37	S 45°00'41" E	3.207
L38	N 37°47'38" E	47.486
L39	S 35°00'25" E	65.246
L40	N 34°59'34" E	39.355
L41	S 57°00'25" E	41.885
L42	S 57°00'25" E	55.682
L43	S 57°00'25" E	39.686
L44	N 40°47'38" E	40.617

SHEET 4 OF 4

FILE: 0700000 - Long John Reed/00000-02-000 (00) - Personal Info/Personal
 Note Ref/00000_in Case Show On/000,000

DATE: 09-28-23	DRAWN BY: JT/SH/AGH	CDSN: 06, 08
SCALE: 1"=10'	CHECKED BY: JPL	FIG #: 414
JOB #: 005854	ISSUED BY: PC-21-08	PLAN #: N/A

NO.	REVISION	BY	DATE
-----	----------	----	------

Bowman
CONSULTING

Business Consulting Group, Ltd.
1101 S. Capital of Texas Hwy., Building 3, Suite 200, Austin, TX 78746
Phone: (512) 337-1180 Fax: (512) 337-4062
www.businessconsulting.com © Business Consulting Group, Ltd.

FINAL PLAY
LA CIMA
PHASE 5A
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

CoSM #PC-21-59

LA CIMA PHASE 5B
FINAL PLAT

BOUNDARY CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
01	41.00'	18.38'	S 15°15'17" E	17.30'
02	7911.30'	380.02'	S 07°44'18" E	706.07'
03	1911.90'	284.11'	S 04°44'30" E	280.70'
04	305.00'	158.68'	S 04°54'54" E	155.67'
05	735.00'	187.57'	S 39°40'02" W	180.30'
06	305.00'	484.54'	S 70°39'22" W	648.27'
07	505.00'	164.02'	S 80°19'48" W	163.65'
08	440.51'	453.25'	S 20°38'47" W	423.81'

BOUNDARY LINE TABLE		
LINE #	BEARING	DISTANCE
12	S 29°14' W	23.4

LINE TABLE 5B		
LINE #	BEARING	DISTANCE
12	S 20°55'00" E	6.50'
13	S 20°55'00" E	6.50'
14	N 17°48'10" W	7.80'
15	N 30°23'12" E	5.81'
16	-----	
17	S 30°23'12" E	5.80'
18	N 40°27'40" E	4.30'
19	S 40°27'40" E	8.30'
110	S 40°27'40" E	12.00'
111	N 40°27'40" E	16.00'
112	S 40°27'40" E	20.00'
113	-----	
114	N 30°23'12" E	14.00'
115	N 30°23'12" E	20.80'
116	S 20°52'40" E	18.80'
117	S 27°24'40" E	30.40'

CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C0	8500	46.76	S 41°20'41" W	45.57
C10	-----	-----	-----	-----
C11	853.50	3.89	S 57°50'43" W	3.88
C12	853.50	10.51	S 61°54'28" W	10.50
C13	853.50	36.96	S 58°24'38" W	36.17
C14	853.50	56.96	S 55°18'50" W	56.17
C15	873.50	56.96	S 52°19'32" W	56.17
C16	873.50	73.82	S 48°14'29" W	73.82
C17	15.00	14.37	S 21°00'04" W	14.36
C18	80.00	238.67	N 88°34'46" E	713.07
C19	-----	-----	-----	-----
C20	-----	-----	-----	-----
C21	15.00	21.86	N 21°40'54" E	20.95
C22	15.00	22.68	S 72°30'17" E	20.98
C23	-----	-----	-----	-----
C24	273.50	68.62	S 27°12'52" E	68.64
C25	273.50	63.64	S 47°36'15" E	67.07
C26	273.50	11.76	S 91°00'00" W	11.76
C27	15.00	25.07	N 47°00'00" E	20.81
C28	15.00	25.80	S 47°00'00" E	20.82
C29	208.50	5.50	N 87°43'38" W	5.49
C30	208.50	43.97	N 88°28'00" W	43.86
C31	208.50	43.97	N 88°03'00" W	43.86
C32	208.50	43.97	N 83°40'00" W	43.83
C33	208.50	8.54	N 28°18'00" W	8.56
C34	15.00	28.30	N 17°05'50" E	21.72
C37	15.00	29.86	S 72°30'17" E	20.80
C38	15.00	14.77	S 00°15'40" E	14.15
C39	68.00	5.28	S 12°33'00" W	50.86
C40	68.00	179.36	S 88°15'00" E	119.62
C41	15.00	14.68	N 54°30'00" E	14.17
C42	538.50	15.62	N 67°30'32" E	15.62
C43	538.50	46.17	N 58°11'13" E	46.16
C44	538.50	46.17	N 53°30'00" E	46.16
C45	538.50	46.17	N 48°14'13" E	46.16
C46	538.50	46.17	N 43°55'52" E	46.16
C47	538.50	46.17	N 38°39'38" E	46.16
C48	538.50	36.36	N 33°19'30" E	24.22
C49	373.50	4.86	N 32°24'38" E	4.87
C50	373.50	21.58	S 30°52'30" W	21.87
C51	15.00	22.82	S 82°03'50" W	20.36
C52	15.00	22.86	N 15°00'51" E	26.70
C53	15.00	22.14	N 15°14'50" E	28.57
C54	473.50	54.84	S 58°16'18" W	54.87
C55	473.50	49.27	N 51°17'38" W	49.30
C56	15.00	23.86	S 04°50'00" W	21.38
C57	15.00	22.58	S 85°07'40" E	21.17
C58	936.50	26.76	N 38°16'40" E	26.52
C59	936.50	44.82	N 32°11'40" E	44.19
C60	936.50	42.36	N 54°54'00" E	41.85
C61	936.50	24.84	N 57°19'17" E	24.33
C62	15.00	23.86	N 14°00'00" E	26.14
C63	15.00	26.40	S 88°17'12" W	23.80
C64	473.50	26.36	S 58°30'38" W	26.35
C65	326.50	36.60	S 35°40'00" W	36.60
C66	15.00	21.74	N 05°59'20" W	18.88
C67	326.50	23.87	S 42°25'34" E	23.84
C68	15.00	22.96	S 85°07'40" E	21.17
C69	15.00	22.96	N 85°07'17" E	21.17
C70	60.00	122.85	S 42°15'14" E	98.08
C71	60.00	52.74	N 62°30'34" W	51.06
C72	60.00	13.97	N 17°24'00" E	10.55
C73	60.00	4.86	N 12°42'47" E	4.86
C74	15.00	16.97	N 12°16'47" E	14.46
C75	273.50	23.72	N 40°58'52" W	23.72
C76	273.50	41.37	N 48°04'46" W	41.36
C77	15.00	23.74	N 87°28'40" E	20.66
C78	780.50	98.78	S 40°00'00" W	101.62
C79	552.45	4.52	N 32°22'33" E	4.52

NOTES

1. BEARING SMOG IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRB.

REMARKS: LST: NWS 88 - GOOD 12N CONTRASTED TO:

-ACS SPDS
-ACS AREA DEMONSTRATIONS: AG2430, AG2440, AG2441, WT579L, WT579
-ACS CORE STATIONS: SHEL, TOSL, TOSL, TOSL
-SWAMPET USA CORE STATIONS: CRIM, LQSL, LQFL, SCSC, LQSL, LQSL
LQSL, SHEL, TOSL

CITY OF SAN MARCOS GPS MONUMENT NO. 14
 (APRIL 2005 DATED SHEET, 0300 MODEL NIF LISTED)
 PUBLISHED GRID COORDINATE: 1387488.23'
 PUBLISHED GRID ELEVATION: 2296740.77'
 PUBLISHED MAGNET DECLINATION: 744.85'
 MEASURED GRID NORTHING: 1387488.71'
 MEASURED GRID EASTING: 2296740.85'
 MEASURED MAGNET ELEVATION: 1261 ELEVATION: 744.85'

WADSWORTH
NADINE, W' BRIDGE SET IN ROCK CLOSURE.
GRID NORTHING = 1367011.74, GRID EASTING = 1387045.42
ELEVATION = 838.49'

86055525-00
800 HRL SET IN FREIGHT TRUCK
QPD NUMBERING = '13804117.70', QPD DATING = '1982+05-01'
E1470306 = 820.15

1/2" FOR PCB WITH CAP STAMPED (SOL) SET
 NORTHING = 1287237.45, EASTING = 2284755.77
 UTMZONE = 18J

SHEET 3 OF 3

FILE: P:\00000 - Lay Sec Rec\2000-01-01 2001 - Index\000000\Index			
Real Path\Index Lay Sec Rec 00,000-00			
DATE: 06-20-20	DRAWN BY: CT/SH/MSH	CHECK: EE, MC	
SCALE: 1"=100'	CHECKED BY: J.F.	PL #:	
JOB #: 000000	DRAWING #: 0001	PLAN #: 0000	
REV.	DESCRIPTION	BY	DATE

Bowman
CONSULTING

Roeman Consulting Group, LLC
1101 S. Capital Texas Hwy, Building 5, Suite 205, Austin, TX 78746
Phone: (512) 227-1180 Fax: (512) 227-4063
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FINAL PLAT
LA CIMA
PHASE 5B
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

CoSM #PC-21-60

EXHIBIT D – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are contained in this exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Lot Type 11
- Lot Type 12
- Lot Type 13
- Property ID R143375
- Property ID R143374
- Property ID R143373
- Property ID R143372
- Property ID R143371
- Property ID R143364
- Property ID R13142
- Property ID R143365
- Property ID R18169
- Property ID R19065
- Property ID R184687

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #1 AND MAJOR IMPROVEMENT AREA – LOT TYPE 1 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$19,181.36

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Lot Type 1 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area					Neighborhood Improvement Area #1					Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve		Principal	Interest [b]	Additional Interest [c]	Administrative Expenses		
2024	\$ 159.33	\$ 562.42	\$ 16.19	\$ 40.53		\$ 235.65	\$ 417.49	\$ 55.38	\$ 26.17		\$ 1,513.15
2025	170.71	552.45	16.51	39.73		235.65	411.60	54.20	26.69		1,507.55
2026	182.09	541.78	16.84	38.88		251.36	405.71	53.02	27.23		1,516.90
2027	193.47	530.39	17.18	37.97		251.36	397.54	51.76	27.77		1,507.44
2028	207.69	518.29	17.52	37.00		267.07	389.37	50.51	28.33		1,515.78
2029	224.77	503.75	17.87	35.96		267.07	380.69	49.17	28.89		1,508.17
2030	239.00	488.00	18.23	34.84		282.78	372.01	47.84	29.47		1,512.17
2031	258.91	471.26	18.60	33.64		282.78	362.82	46.42	30.06		1,504.50
2032	275.98	453.13	18.97	32.35		298.49	352.22	45.01	30.66		1,506.81
2033	298.74	433.80	19.35	30.97		314.20	341.02	43.52	31.27		1,512.87
2034	321.51	412.88	19.73	29.48		314.20	329.24	41.95	31.90		1,500.88
2035	344.26	390.36	20.13	27.87		329.91	317.46	40.37	32.54		1,502.90
2036	369.87	366.25	20.53	26.15		345.62	305.09	38.73	33.19		1,505.42
2037	395.48	340.35	20.94	24.30		361.33	292.13	37.00	33.85		1,505.37
2038	426.78	312.65	21.36	22.32		377.04	278.58	35.19	34.53		1,508.44
2039	458.07	282.76	21.79	20.19		392.75	264.44	33.31	35.22		1,508.51
2040	492.22	250.68	22.22	17.90		408.46	249.71	31.34	35.92		1,508.45
2041	529.20	216.20	22.67	15.43		424.17	234.39	29.30	36.64		1,508.01
2042	571.87	179.14	23.12	12.79		439.88	217.43	27.18	37.38		1,508.78
2043	614.55	139.09	23.58	9.93		439.88	199.83	24.98	38.12		1,489.97
2044	660.07	96.05	24.06	6.86		455.59	182.24	22.78	38.89		1,486.52
2045	711.27	49.82	24.54	3.56		471.30	164.01	20.50	39.66		1,484.66
2046	-	-	-	-		1,162.54	145.16	18.14	40.46		1,366.30
2047	-	-	-	-		1,209.67	98.66	12.33	41.27		1,361.92
2048	-	-	-	-		1,256.80	50.27	6.28	42.09		1,355.44
Totals	\$ 8,105.84	\$ 8,091.49	\$ 441.93	\$ 578.63		\$ 11,075.52	\$ 7,159.10	\$ 916.20	\$ 838.21		\$ 37,206.94

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #1 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #1 AND MAJOR IMPROVEMENT AREA – LOT TYPE 2 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$23,480.64

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Lot Type 2 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #1				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	\$ 195.04	\$ 688.47	\$ 19.82	\$ 49.61	\$ 288.47	\$ 511.07	\$ 67.79	\$ 32.03	\$ 1,852.30
2025	208.97	676.28	20.21	48.64	288.47	503.86	66.35	32.68	1,845.45
2026	222.90	663.21	20.62	47.59	307.70	496.64	64.91	33.33	1,856.90
2027	236.83	649.27	21.03	46.48	307.70	486.64	63.37	34.00	1,845.32
2028	254.25	634.46	21.45	45.29	326.93	476.64	61.83	34.68	1,855.53
2029	275.14	616.65	21.88	44.02	326.93	466.02	60.19	35.37	1,846.21
2030	292.56	597.38	22.32	42.65	346.16	455.39	58.56	36.08	1,851.09
2031	316.94	576.89	22.76	41.18	346.16	444.14	56.83	36.80	1,841.71
2032	337.84	554.70	23.22	39.60	365.39	431.16	55.10	37.53	1,844.54
2033	365.70	531.03	23.68	37.91	384.62	417.46	53.27	38.28	1,851.97
2034	393.56	505.42	24.16	36.08	384.62	403.04	51.35	39.05	1,837.28
2035	421.43	477.86	24.64	34.11	403.85	388.61	49.42	39.83	1,839.76
2036	452.77	448.34	25.13	32.01	423.09	373.47	47.40	40.63	1,842.84
2037	484.12	416.63	25.64	29.74	442.32	357.60	45.29	41.44	1,842.78
2038	522.43	382.73	26.15	27.32	461.55	341.02	43.08	42.27	1,846.53
2039	560.74	346.14	26.67	24.71	480.78	323.71	40.77	43.11	1,846.63
2040	602.53	306.86	27.20	21.91	500.01	305.68	38.37	43.98	1,846.54
2041	647.82	264.66	27.75	18.89	519.24	286.93	35.87	44.86	1,846.01
2042	700.06	219.29	28.30	15.66	538.47	266.16	33.27	45.75	1,846.96
2043	752.30	170.26	28.87	12.16	538.47	244.62	30.58	46.67	1,823.92
2044	808.02	117.57	29.45	8.39	557.70	223.08	27.89	47.60	1,819.71
2045	870.72	60.98	30.04	4.35	576.93	200.77	25.10	48.55	1,817.46
2046	-	-	-	-	1,423.11	177.70	22.21	49.53	1,672.54
2047	-	-	-	-	1,480.80	120.77	15.10	50.52	1,667.18
2048	-	-	-	-	1,538.49	61.54	7.69	51.53	1,659.25
Totals	\$ 9,922.68	\$ 9,905.11	\$ 540.98	\$ 708.33	\$ 13,557.96	\$ 8,763.73	\$ 1,121.56	\$ 1,026.09	\$ 45,546.44

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #1 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #1 AND MAJOR IMPROVEMENT AREA – LOT TYPE 3 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$28,383.81

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Lot Type 3 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #1				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	\$ 184.59	\$ 651.59	\$ 18.76	\$ 46.96	\$ 404.10	\$ 715.93	\$ 94.96	\$ 44.88	\$ 2,161.76
2025	197.78	640.05	19.13	46.03	404.10	705.83	92.94	45.77	2,151.63
2026	210.96	627.68	19.51	45.04	431.04	695.73	90.92	46.69	2,167.58
2027	224.15	614.49	19.90	43.99	431.04	681.72	88.77	47.62	2,151.67
2028	240.62	600.47	20.30	42.87	457.98	667.71	86.61	48.58	2,165.14
2029	260.41	583.62	20.71	41.66	457.98	652.82	84.32	49.55	2,151.07
2030	276.89	565.38	21.12	40.36	484.92	637.94	82.03	50.54	2,159.19
2031	299.96	545.99	21.54	38.98	484.92	622.18	79.61	51.55	2,144.73
2032	319.74	524.98	21.97	37.48	511.86	604.00	77.18	52.58	2,149.79
2033	346.11	502.59	22.41	35.88	538.80	584.80	74.62	53.63	2,158.85
2034	372.48	478.35	22.86	34.15	538.80	564.60	71.93	54.70	2,137.87
2035	398.85	452.26	23.32	32.29	565.74	544.39	69.24	55.80	2,141.88
2036	428.52	424.32	23.79	30.29	592.68	523.18	66.41	56.91	2,146.10
2037	458.18	394.31	24.26	28.15	619.62	500.95	63.44	58.05	2,146.97
2038	494.44	362.22	24.75	25.86	646.56	477.71	60.35	59.21	2,151.10
2039	530.70	327.59	25.24	23.39	673.50	453.47	57.11	60.40	2,151.40
2040	570.25	290.42	25.75	20.73	700.44	428.21	53.75	61.61	2,151.16
2041	613.11	250.49	26.26	17.88	727.38	401.95	50.24	62.84	2,150.15
2042	662.56	207.54	26.79	14.82	754.32	372.85	46.61	64.09	2,149.57
2043	712.00	161.14	27.32	11.50	754.32	342.68	42.83	65.38	2,117.18
2044	764.74	111.28	27.87	7.94	781.26	312.50	39.06	66.68	2,111.34
2045	824.06	57.72	28.43	4.12	808.20	281.25	35.16	68.02	2,106.96
2046	-	-	-	-	1,993.56	248.93	31.12	69.38	2,342.98
2047	-	-	-	-	2,074.38	169.18	21.15	70.77	2,335.48
2048	-	-	-	-	2,155.20	86.21	10.78	72.18	2,324.37
Totals	\$ 9,391.10	\$ 9,374.47	\$ 512.00	\$ 670.38	\$ 18,992.71	\$ 12,276.70	\$ 1,571.14	\$ 1,437.40	\$ 54,225.90

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #1 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #1 AND MAJOR IMPROVEMENT AREA – LOT TYPE 4 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$32,487.49

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #1				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	\$ 211.28	\$ 745.80	\$ 21.47	\$ 53.74	\$ 462.52	\$ 819.44	\$ 108.69	\$ 51.36	\$ 2,474.31
2025	226.37	732.58	21.90	52.69	462.52	807.88	106.38	52.39	2,462.71
2026	241.46	718.43	22.33	51.56	493.36	796.31	104.07	53.44	2,480.96
2027	256.56	703.33	22.78	50.35	493.36	780.28	101.60	54.51	2,462.76
2028	275.42	687.29	23.24	49.07	524.19	764.24	99.13	55.60	2,478.18
2029	298.06	668.00	23.70	47.69	524.19	747.21	96.51	56.71	2,462.07
2030	316.91	647.12	24.18	46.20	555.03	730.17	93.89	57.84	2,471.35
2031	343.33	624.93	24.66	44.61	555.03	712.13	91.12	59.00	2,454.81
2032	365.97	600.88	25.15	42.90	585.86	691.32	88.34	60.18	2,460.61
2033	396.15	575.25	25.65	41.07	616.70	669.35	85.41	61.39	2,470.97
2034	426.33	547.50	26.17	39.09	616.70	646.22	82.33	62.61	2,446.95
2035	456.52	517.64	26.69	36.95	647.53	623.10	79.25	63.87	2,451.55
2036	490.47	485.67	27.23	34.67	678.37	598.81	76.01	65.14	2,456.37
2037	524.43	451.32	27.77	32.22	709.20	573.38	72.62	66.45	2,457.38
2038	565.93	414.59	28.33	29.60	740.04	546.78	69.07	67.77	2,462.11
2039	607.43	374.96	28.89	26.77	770.87	519.03	65.37	69.13	2,462.45
2040	652.71	332.41	29.47	23.73	801.71	490.12	61.52	70.51	2,462.18
2041	701.75	286.70	30.06	20.47	832.54	460.06	57.51	71.92	2,461.01
2042	758.35	237.55	30.66	16.96	863.38	426.76	53.34	73.36	2,460.36
2043	814.93	184.44	31.27	13.17	863.38	392.22	49.03	74.83	2,423.27
2044	875.30	127.36	31.90	9.09	894.21	357.69	44.71	76.32	2,416.59
2045	943.18	66.06	32.54	4.72	925.05	321.92	40.24	77.85	2,411.55
2046	-	-	-	-	2,281.79	284.92	35.61	79.41	2,681.72
2047	-	-	-	-	2,374.29	193.64	24.21	81.00	2,673.14
2048	-	-	-	-	2,466.80	98.67	12.33	82.62	2,660.42
Totals	\$ 10,748.85	\$ 10,729.82	\$ 586.03	\$ 767.30	\$ 21,738.65	\$ 14,051.65	\$ 1,798.29	\$ 1,645.21	\$ 62,065.79

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #1 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #2 AND MAJOR IMPROVEMENT AREA – LOT TYPE 5 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$24,576.89

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 5

Lot Type 5 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #2				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	\$ 120.24	\$ 424.44	\$ 12.22	\$ 30.59	\$ 348.29	\$ 700.48	\$ 92.30	\$ 43.92	\$ 1,772.48
2025	128.83	416.93	12.46	29.99	348.29	691.77	90.56	44.80	1,763.63
2026	137.42	408.87	12.71	29.34	366.62	683.07	88.81	45.69	1,772.54
2027	146.01	400.28	12.96	28.65	384.96	671.15	86.98	46.61	1,777.60
2028	156.74	391.15	13.22	27.92	384.96	658.64	85.06	47.54	1,765.23
2029	169.63	380.17	13.49	27.14	403.29	646.13	83.13	48.49	1,771.46
2030	180.36	368.29	13.76	26.29	421.62	633.02	81.12	49.46	1,773.92
2031	195.39	355.66	14.03	25.39	421.62	619.32	79.01	50.45	1,760.87
2032	208.28	341.97	14.31	24.41	439.95	603.51	76.90	51.46	1,760.79
2033	225.45	327.38	14.60	23.37	458.28	587.01	74.70	52.49	1,763.29
2034	242.63	311.59	14.89	22.24	476.61	569.83	72.41	53.54	1,763.75
2035	259.81	294.60	15.19	21.03	494.94	551.95	70.03	54.61	1,762.16
2036	279.13	276.40	15.49	19.73	513.27	533.39	67.55	55.70	1,760.68
2037	298.46	256.85	15.80	18.34	531.61	514.15	64.98	56.81	1,757.00
2038	322.08	235.95	16.12	16.84	568.27	494.21	62.33	57.95	1,773.75
2039	345.70	213.39	16.44	15.23	586.60	472.90	59.48	59.11	1,768.86
2040	371.46	189.18	16.77	13.51	604.93	450.90	56.55	60.29	1,763.60
2041	399.38	163.17	17.11	11.65	604.93	428.22	53.53	61.50	1,739.47
2042	431.58	135.19	17.45	9.65	641.59	404.02	50.50	62.73	1,752.72
2043	463.79	104.97	17.80	7.49	659.92	378.36	47.29	63.98	1,743.61
2044	498.15	72.48	18.15	5.17	696.59	351.96	43.99	65.26	1,751.76
2045	536.80	37.60	18.52	2.68	714.92	324.10	40.51	66.57	1,741.69
2046	-	-	-	-	1,356.51	295.50	36.94	67.90	1,756.85
2047	-	-	-	-	1,411.50	241.24	30.15	69.26	1,752.16
2048	-	-	-	-	1,466.50	184.78	23.10	70.64	1,745.02
2049	-	-	-	-	1,539.82	126.12	15.76	72.05	1,753.76
2050	-	-	-	-	1,613.15	64.53	8.07	73.50	1,759.24
Totals	\$ 6,117.34	\$ 6,106.51	\$ 333.52	\$ 436.68	\$ 18,459.55	\$ 12,880.26	\$ 1,641.75	\$ 1,552.31	\$ 47,527.91

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #2 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #2 AND MAJOR IMPROVEMENT AREA – LOT TYPE 6 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$30,085.48

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 6

Lot Type 6 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #2				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	147.19	519.58	14.96	37.44	426.36	857.49	112.99	53.76	2,169.76
2025	157.71	510.37	15.25	36.71	426.36	846.83	110.85	54.84	2,158.92
2026	168.22	500.51	15.56	35.92	448.80	836.17	108.72	55.94	2,169.83
2027	178.73	489.99	15.87	35.08	471.24	821.58	106.48	57.05	2,176.03
2028	191.88	478.82	16.19	34.18	471.24	806.27	104.12	58.20	2,160.89
2029	207.65	465.38	16.51	33.22	493.68	790.95	101.77	59.36	2,168.52
2030	220.79	450.83	16.84	32.19	516.12	774.91	99.30	60.55	2,171.52
2031	239.19	435.37	17.18	31.08	516.12	758.13	96.72	61.76	2,155.55
2032	254.96	418.62	17.52	29.89	538.56	738.78	94.14	62.99	2,155.45
2033	275.99	400.76	17.87	28.61	561.00	718.58	91.44	64.25	2,158.51
2034	297.02	381.43	18.23	27.23	583.44	697.55	88.64	65.54	2,159.07
2035	318.04	360.63	18.60	25.75	605.88	675.67	85.72	66.85	2,157.13
2036	341.70	338.36	18.97	24.16	628.32	652.95	82.69	68.19	2,155.32
2037	365.35	314.42	19.35	22.45	650.76	629.38	79.55	69.55	2,150.81
2038	394.27	288.84	19.73	20.62	695.64	604.98	76.30	70.94	2,171.31
2039	423.18	261.22	20.13	18.65	718.08	578.89	72.82	72.36	2,165.33
2040	454.72	231.58	20.53	16.53	740.52	551.97	69.23	73.81	2,158.89
2041	488.89	199.74	20.94	14.26	740.52	524.20	65.52	75.28	2,129.35
2042	528.32	165.50	21.36	11.81	785.40	494.58	61.82	76.79	2,145.57
2043	567.75	128.49	21.79	9.17	807.84	463.16	57.90	78.32	2,134.42
2044	609.80	88.73	22.22	6.33	852.72	430.85	53.86	79.89	2,144.40
2045	657.11	46.02	22.67	3.29	875.16	396.74	49.59	81.49	2,132.07
2046	-	-	-	-	1,660.56	361.73	45.22	83.12	2,150.62
2047	-	-	-	-	1,727.88	295.31	36.91	84.78	2,144.88
2048	-	-	-	-	1,795.20	226.19	28.27	86.48	2,136.14
2049	-	-	-	-	1,884.96	154.39	19.30	88.21	2,146.85
2050	-	-	-	-	1,974.71	78.99	9.87	89.97	2,153.55
Totals	\$ 7,488.46	\$ 7,475.20	\$ 408.27	\$ 534.56	\$ 22,597.02	\$ 15,767.20	\$ 2,009.72	\$ 1,900.24	\$ 58,180.67

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #2 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #2 AND MAJOR IMPROVEMENT AREA – LOT TYPE 7 HOMEBUYER
DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$35,170.38

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - LOT TYPE 7

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

Lot Type 7 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

Installments Due 1/31	Major Improvement Area				Neighborhood Improvement Area #2				Annual Installment
	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Principal	Interest [b]	Additional Interest [c]	Administrative Expenses	
2024	172.07	607.39	17.48	43.77	498.42	1,002.41	132.08	62.85	2,536.49
2025	184.36	596.63	17.83	42.91	498.42	989.95	129.59	64.11	2,523.81
2026	196.65	585.11	18.19	41.99	524.65	977.49	127.10	65.39	2,536.57
2027	208.94	572.81	18.55	41.01	550.89	960.44	124.47	66.70	2,543.81
2028	224.31	559.74	18.92	39.96	550.89	942.54	121.72	68.03	2,526.11
2029	242.74	544.03	19.30	38.84	577.12	924.63	118.96	69.39	2,535.03
2030	258.11	527.03	19.69	37.63	603.35	905.88	116.08	70.78	2,538.54
2031	279.62	508.95	20.08	36.33	603.35	886.27	113.06	72.20	2,519.87
2032	298.05	489.37	20.48	34.94	629.58	863.64	110.05	73.64	2,519.76
2033	322.63	468.50	20.89	33.45	655.82	840.03	106.90	75.11	2,523.33
2034	347.22	445.90	21.31	31.83	682.05	815.44	103.62	76.61	2,523.98
2035	371.80	421.58	21.74	30.10	708.28	789.86	100.21	78.15	2,521.72
2036	399.45	395.54	22.17	28.24	734.51	763.30	96.67	79.71	2,519.60
2037	427.11	367.57	22.62	26.24	760.75	735.76	92.99	81.30	2,514.33
2038	460.90	337.65	23.07	24.11	813.21	707.23	89.19	82.93	2,538.30
2039	494.70	305.37	23.53	21.80	839.44	676.74	85.12	84.59	2,531.30
2040	531.58	270.73	24.00	19.33	865.68	645.26	80.93	86.28	2,523.77
2041	571.52	233.50	24.48	16.67	865.68	612.79	76.60	88.01	2,489.24
2042	617.61	193.47	24.97	13.81	918.14	578.17	72.27	89.77	2,508.21
2043	663.70	150.21	25.47	10.72	944.37	541.44	67.68	91.56	2,495.17
2044	712.87	103.73	25.98	7.41	996.84	503.67	62.96	93.39	2,506.84
2045	768.18	53.80	26.50	3.84	1,023.07	463.79	57.97	95.26	2,492.42
2046	-	-	-	-	1,941.21	422.87	52.86	97.17	2,514.11
2047	-	-	-	-	2,019.91	345.22	43.15	99.11	2,507.40
2048	-	-	-	-	2,098.61	264.42	33.05	101.09	2,497.18
2049	-	-	-	-	2,203.54	180.48	22.56	103.11	2,509.69
2050	-	-	-	-	2,308.47	92.34	11.54	105.18	2,517.53
Totals	\$ 8,754.12	\$ 8,738.62	\$ 477.27	\$ 624.91	\$ 26,416.26	\$ 18,432.10	\$ 2,349.39	\$ 2,221.41	\$ 68,014.09

[a] Interest is calculated at the rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the rate of the Neighborhood Improvement Area #2 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 8 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: \$35,817.74

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 8

Lot Type 8 - Neighborhood Improvement Area #3 Annual Installments

	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation				
Annual Installment Due	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment	
2024	\$ 408.56	\$ 1,545.35	\$ 139.84	\$ 106.38	\$ 471.03	\$ 68.94	\$ 2,740.10	
2025	429.62	1,525.94	137.79	113.03	464.65	70.32	2,741.35	
2026	450.68	1,505.53	135.65	119.68	457.87	71.73	2,741.13	
2027	474.54	1,484.13	133.39	126.33	450.69	73.16	2,742.23	
2028	498.41	1,461.58	131.02	134.64	443.11	74.62	2,743.38	
2029	523.68	1,437.29	128.53	142.95	435.03	76.12	2,743.59	
2030	550.36	1,411.76	125.91	151.26	426.45	77.64	2,743.38	
2031	578.44	1,384.93	123.16	161.23	417.38	79.19	2,744.32	
2032	609.32	1,356.73	120.26	169.54	407.70	80.77	2,744.33	
2033	640.21	1,327.02	117.22	181.18	397.53	82.39	2,745.55	
2034	678.12	1,291.81	114.02	191.15	386.66	84.04	2,745.80	
2035	718.83	1,254.52	110.63	201.13	375.19	85.72	2,746.01	
2036	760.96	1,214.98	107.03	214.42	363.12	87.43	2,747.95	
2037	804.48	1,173.13	103.23	227.72	350.26	89.18	2,747.99	
2038	852.21	1,128.88	99.20	241.02	336.59	90.96	2,748.88	
2039	901.35	1,082.01	94.94	255.97	322.13	92.78	2,749.19	
2040	954.70	1,032.43	90.44	270.94	306.77	94.64	2,749.93	
2041	1,010.86	979.93	85.66	287.56	290.52	96.53	2,751.06	
2042	1,071.23	924.33	80.61	304.18	273.26	98.46	2,752.08	
2043	1,134.41	865.41	75.25	322.47	255.01	100.43	2,752.99	
2044	1,203.21	800.18	69.58	342.41	235.67	102.44	2,753.49	
2045	1,277.62	731.00	63.57	362.36	215.12	104.49	2,754.15	
2046	1,356.24	657.54	57.18	383.97	193.38	106.58	2,754.88	
2047	1,439.08	579.55	50.40	407.24	170.34	108.71	2,755.32	
2048	1,528.93	496.80	43.20	430.51	145.91	110.89	2,756.23	
2049	1,621.59	408.89	35.56	457.10	120.08	113.10	2,756.33	
2050	1,721.27	315.65	27.45	485.36	92.65	115.37	2,757.74	
2051	1,826.57	216.68	18.84	515.28	63.53	117.67	2,758.57	
2052	1,941.70	111.65	9.71	543.54	32.61	120.03	2,759.23	
Totals	\$ 27,967.21	\$ 29,705.62	\$ 2,629.25	\$ 7,850.54	\$ 8,900.24	\$ 2,674.34	\$ 79,727.18	

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 9 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: \$40,294.96

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 9

Lot Type 9 - Neighborhood Improvement Area #3 Annual Installments

	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation				
Annual Installment Due	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment	
2024	\$ 459.63	\$ 1,738.51	\$ 157.32	\$ 119.68	\$ 529.91	\$ 77.56	\$ 3,082.61	
2025	483.32	1,716.68	155.02	127.16	522.73	79.11	3,084.02	
2026	507.01	1,693.72	152.60	134.64	515.10	80.69	3,083.77	
2027	533.86	1,669.64	150.07	142.12	507.02	82.30	3,085.01	
2028	560.71	1,644.28	147.40	151.47	498.50	83.95	3,086.30	
2029	589.15	1,616.95	144.59	160.81	489.41	85.63	3,086.54	
2030	619.16	1,588.23	141.65	170.17	479.76	87.34	3,086.30	
2031	650.74	1,558.04	138.55	181.39	469.55	89.09	3,087.36	
2032	685.49	1,526.32	135.30	190.73	458.66	90.87	3,087.37	
2033	720.24	1,492.90	131.87	203.82	447.22	92.69	3,088.75	
2034	762.88	1,453.29	128.27	215.05	434.99	94.54	3,089.02	
2035	808.69	1,411.33	124.45	226.27	422.09	96.43	3,089.26	
2036	856.08	1,366.85	120.41	241.23	408.51	98.36	3,091.44	
2037	905.04	1,319.77	116.13	256.18	394.04	100.33	3,091.49	
2038	958.74	1,269.99	111.61	271.15	378.67	102.34	3,092.49	
2039	1,014.02	1,217.26	106.81	287.97	362.40	104.38	3,092.84	
2040	1,074.04	1,161.49	101.74	304.80	345.12	106.47	3,093.67	
2041	1,137.22	1,102.42	96.37	323.51	326.83	108.60	3,094.95	
2042	1,205.14	1,039.87	90.69	342.20	307.42	110.77	3,096.09	
2043	1,276.21	973.59	84.66	362.78	286.89	112.99	3,097.11	
2044	1,353.61	900.21	78.28	385.21	265.12	115.25	3,097.67	
2045	1,437.32	822.37	71.51	407.66	242.01	117.55	3,098.42	
2046	1,525.77	739.73	64.32	431.96	217.55	119.90	3,099.24	
2047	1,618.96	651.99	56.70	458.14	191.63	122.30	3,099.73	
2048	1,720.05	558.90	48.60	484.32	164.15	124.75	3,100.76	
2049	1,824.29	460.00	40.00	514.24	135.09	127.24	3,100.87	
2050	1,936.43	355.11	30.88	546.03	104.23	129.79	3,102.46	
2051	2,054.90	243.76	21.20	579.69	71.47	132.38	3,103.39	
2052	2,184.41	125.60	10.92	611.48	36.69	135.03	3,104.14	
Totals	\$ 31,463.11	\$ 33,418.82	\$ 2,957.90	\$ 8,831.85	\$ 10,012.77	\$ 3,008.63	\$ 89,693.08	

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 10 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 10 PRINCIPAL ASSESSMENT: \$41,626.78

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 10

Lot Type 10 - Neighborhood Improvement Area #3 Annual Installments

Annual Installment Due	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation		Administrative Expenses	Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]		
2024	\$ 511.68	\$ 1,935.40	\$ 175.13	\$ 89.44	\$ 396.03	\$ 80.12	\$ 3,187.80
2025	538.05	1,911.10	172.57	95.03	390.66	81.72	3,189.14
2026	564.43	1,885.54	169.88	100.62	384.96	83.36	3,188.79
2027	594.32	1,858.73	167.06	106.21	378.92	85.02	3,190.27
2028	624.22	1,830.50	164.09	113.20	372.55	86.73	3,191.28
2029	655.86	1,800.07	160.97	120.19	365.76	88.46	3,191.30
2030	689.27	1,768.09	157.69	127.17	358.55	90.23	3,191.00
2031	724.44	1,734.49	154.24	135.56	350.92	92.03	3,191.68
2032	763.13	1,699.17	150.62	142.55	342.78	93.87	3,192.13
2033	801.81	1,661.97	146.80	152.33	334.23	95.75	3,192.90
2034	849.28	1,617.87	142.80	160.71	325.09	97.67	3,193.42
2035	900.28	1,571.16	138.55	169.10	315.45	99.62	3,194.16
2036	953.02	1,521.65	134.05	180.28	305.30	101.61	3,195.91
2037	1,007.53	1,469.23	129.28	191.46	294.49	103.64	3,195.64
2038	1,067.32	1,413.82	124.24	202.64	283.00	105.72	3,196.74
2039	1,128.86	1,355.11	118.91	215.22	270.84	107.83	3,196.77
2040	1,195.68	1,293.03	113.26	227.80	257.93	109.99	3,197.68
2041	1,266.01	1,227.26	107.29	241.77	244.26	112.19	3,198.78
2042	1,341.62	1,157.63	100.96	255.75	229.75	114.43	3,200.14
2043	1,420.74	1,083.85	94.25	271.12	214.41	116.72	3,201.09
2044	1,506.90	1,002.15	87.14	287.89	198.14	119.06	3,201.29
2045	1,600.10	915.51	79.61	304.66	180.87	121.44	3,202.17
2046	1,698.56	823.50	71.61	322.83	162.59	123.87	3,202.95
2047	1,802.31	725.83	63.12	342.39	143.22	126.34	3,203.21
2048	1,914.84	622.20	54.10	361.96	122.67	128.87	3,204.65
2049	2,030.89	512.10	44.53	384.32	100.96	131.45	3,204.24
2050	2,155.73	395.32	34.38	408.08	77.90	134.08	3,205.48
2051	2,287.61	271.37	23.60	433.23	53.41	136.76	3,205.98
2052	2,431.79	139.83	12.16	456.99	27.42	139.49	3,207.68
Totals	\$ 35,026.29	\$ 37,203.48	\$ 3,292.88	\$ 6,600.49	\$ 7,483.06	\$ 3,108.07	\$ 92,714.27

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18,

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 11 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 11 PRINCIPAL ASSESSMENT: \$49,952.13

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - LOT TYPE 11

Lot Type 11 - Neighborhood Improvement Area #3 Annual Installments

Annual Installment Due	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation		Administrative Expenses	Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]		
2024	\$ 614.01	\$ 2,322.48	\$ 210.16	\$ 107.33	\$ 475.24	\$ 96.15	\$ 3,825.36
2025	645.67	2,293.31	207.09	114.04	468.80	98.07	3,826.97
2026	677.32	2,262.65	203.86	120.74	461.95	100.03	3,826.55
2027	713.19	2,230.47	200.47	127.46	454.71	102.03	3,828.33
2028	749.06	2,196.60	196.91	135.84	447.06	104.07	3,829.53
2029	787.04	2,160.08	193.16	144.22	438.91	106.15	3,829.56
2030	827.13	2,121.71	189.23	152.61	430.26	108.27	3,829.20
2031	869.33	2,081.39	185.09	162.67	421.10	110.44	3,830.02
2032	915.75	2,039.01	180.74	171.06	411.34	112.65	3,830.55
2033	962.17	1,994.37	176.17	182.79	401.08	114.90	3,831.48
2034	1,019.14	1,941.45	171.35	192.86	390.11	117.20	3,832.11
2035	1,080.33	1,885.40	166.26	202.92	378.54	119.54	3,832.99
2036	1,143.63	1,825.98	160.86	216.33	366.36	121.94	3,835.10
2037	1,209.04	1,763.08	155.14	229.75	353.38	124.37	3,834.77
2038	1,280.78	1,696.58	149.09	243.17	339.60	126.86	3,836.08
2039	1,354.63	1,626.14	142.69	258.26	325.01	129.40	3,836.13
2040	1,434.81	1,551.63	135.92	273.36	309.51	131.99	3,837.22
2041	1,519.21	1,472.72	128.74	290.13	293.11	134.63	3,838.54
2042	1,609.94	1,389.16	121.15	306.90	275.70	137.32	3,840.17
2043	1,704.89	1,300.61	113.10	325.34	257.29	140.07	3,841.30
2044	1,808.29	1,202.58	104.57	345.47	237.77	142.87	3,841.55
2045	1,920.12	1,098.61	95.53	365.59	217.04	145.72	3,842.61
2046	2,038.28	988.20	85.93	387.39	195.11	148.64	3,843.54
2047	2,162.77	871.00	75.74	410.87	171.86	151.61	3,843.85
2048	2,297.81	746.64	64.93	434.35	147.21	154.64	3,845.57
2049	2,437.07	614.52	53.44	461.18	121.15	157.74	3,845.09
2050	2,586.88	474.38	41.25	489.69	93.48	160.89	3,846.58
2051	2,745.13	325.64	28.32	519.88	64.10	164.11	3,847.17
2052	2,918.15	167.79	14.59	548.39	32.90	167.39	3,849.22
Totals	\$ 42,031.54	\$ 44,644.17	\$ 3,951.46	\$ 7,920.59	\$ 8,979.67	\$ 3,729.68	\$ 111,257.12

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 12 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 12 PRINCIPAL ASSESSMENT: \$63,036.18

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 12

Lot Type 12 - Neighborhood Improvement Area #3 Annual Installments

Annual Installment Due	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation		Administrative Expenses	Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]		
2024	\$ 719.03	\$ 2,719.68	\$ 246.10	\$ 187.22	\$ 828.98	\$ 121.33	\$ 4,822.33
2025	756.09	2,685.52	242.50	198.92	817.74	123.76	4,824.54
2026	793.15	2,649.61	238.72	210.62	805.81	126.23	4,824.14
2027	835.16	2,611.94	234.76	222.32	793.17	128.75	4,826.10
2028	877.16	2,572.27	230.58	236.95	779.83	131.33	4,828.12
2029	921.64	2,529.50	226.20	251.57	765.61	133.96	4,828.48
2030	968.59	2,484.57	221.59	266.20	750.52	136.64	4,828.11
2031	1,018.00	2,437.36	216.75	283.76	734.55	139.37	4,829.78
2032	1,072.36	2,387.73	211.66	298.38	717.52	142.16	4,829.80
2033	1,126.72	2,335.45	206.29	318.86	699.62	145.00	4,831.93
2034	1,193.44	2,273.48	200.66	336.41	680.49	147.90	4,832.37
2035	1,265.09	2,207.84	194.69	353.96	660.30	150.86	4,832.75
2036	1,339.21	2,138.26	188.37	377.37	639.07	153.87	4,836.15
2037	1,415.81	2,064.61	181.67	400.77	616.42	156.95	4,836.23
2038	1,499.82	1,986.74	174.59	424.18	592.38	160.09	4,837.79
2039	1,586.31	1,904.25	167.09	450.50	566.93	163.29	4,838.36
2040	1,680.20	1,817.00	159.16	476.83	539.90	166.56	4,839.64
2041	1,779.03	1,724.59	150.76	506.08	511.29	169.89	4,841.63
2042	1,885.28	1,626.74	141.87	535.33	480.92	173.29	4,843.43
2043	1,996.47	1,523.05	132.44	567.52	448.80	176.75	4,845.04
2044	2,117.54	1,408.25	122.46	602.61	414.75	180.29	4,845.91
2045	2,248.50	1,286.49	111.87	637.73	378.60	183.89	4,847.08
2046	2,386.87	1,157.21	100.63	675.76	340.33	187.57	4,848.36
2047	2,532.65	1,019.96	88.69	716.70	299.79	191.32	4,849.11
2048	2,690.79	874.33	76.03	757.66	256.78	195.15	4,850.75
2049	2,853.87	719.61	62.58	804.46	211.32	199.05	4,850.89
2050	3,029.30	555.52	48.31	854.20	163.06	203.03	4,853.41
2051	3,214.61	381.33	33.16	906.85	111.81	207.09	4,854.84
2052	3,417.23	196.49	17.09	956.57	57.39	211.24	4,856.01
Totals	\$ 49,219.90	\$ 52,279.36	\$ 4,627.25	\$ 13,816.28	\$ 15,663.68	\$ 4,706.60	\$ 140,313.08

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT
AREA #3 – LOT TYPE 13 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 13 PRINCIPAL ASSESSMENT: \$72,041.35

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 13

Lot Type 13 - Neighborhood Improvement Area #3 Annual Installments

	Neighborhood Improvement Area #3 Initial Bonds			Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2024	\$ 821.75	\$ 3,108.20	\$ 281.26	\$ 213.97	\$ 947.40	\$ 138.66	\$ 5,511.24
2025	864.10	3,069.17	277.15	227.34	934.56	141.43	5,513.76
2026	906.46	3,028.13	272.83	240.71	920.92	144.26	5,513.31
2027	954.47	2,985.07	268.30	254.08	906.48	147.15	5,515.54
2028	1,002.47	2,939.73	263.52	270.80	891.24	150.09	5,517.85
2029	1,053.30	2,890.86	258.51	287.51	874.99	153.09	5,518.26
2030	1,106.95	2,839.51	253.24	304.23	857.74	156.15	5,517.84
2031	1,163.43	2,785.55	247.71	324.29	839.48	159.28	5,519.74
2032	1,225.55	2,728.83	241.89	341.01	820.03	162.46	5,519.77
2033	1,287.68	2,669.09	235.76	364.41	799.56	165.71	5,522.21
2034	1,363.93	2,598.26	229.33	384.47	777.70	169.03	5,522.71
2035	1,445.82	2,523.25	222.51	404.53	754.63	172.41	5,523.14
2036	1,530.53	2,443.73	215.28	431.28	730.36	175.86	5,527.03
2037	1,618.07	2,359.55	207.62	458.02	704.48	179.37	5,527.12
2038	1,714.08	2,270.55	199.53	484.77	677.00	182.96	5,528.90
2039	1,812.92	2,176.28	190.96	514.85	647.92	186.62	5,529.56
2040	1,920.22	2,076.57	181.90	544.94	617.03	190.35	5,531.01
2041	2,033.18	1,970.96	172.30	578.38	584.33	194.16	5,533.30
2042	2,154.61	1,859.13	162.13	611.81	549.63	198.04	5,535.35
2043	2,281.69	1,740.63	151.36	648.59	512.92	202.00	5,537.18
2044	2,420.05	1,609.43	139.95	688.70	474.00	206.04	5,538.18
2045	2,569.72	1,470.28	127.85	728.83	432.68	210.16	5,539.52
2046	2,727.85	1,322.52	115.00	772.29	388.95	214.37	5,540.98
2047	2,894.46	1,165.67	101.36	819.09	342.61	218.65	5,541.84
2048	3,075.19	999.24	86.89	865.90	293.47	223.03	5,543.71
2049	3,261.56	822.41	71.51	919.38	241.51	227.49	5,543.88
2050	3,462.06	634.87	55.21	976.22	186.35	232.04	5,546.75
2051	3,673.84	435.81	37.90	1,036.40	127.78	236.68	5,548.39
2052	3,905.40	224.56	19.53	1,093.23	65.59	241.41	5,549.72
Totals	\$ 56,251.32	\$ 59,747.84	\$ 5,288.29	\$ 15,790.03	\$ 17,901.35	\$ 5,378.98	\$ 160,357.81

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143375 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143375 PRINCIPAL ASSESSMENT: \$1,031,049.69

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - PARCEL R143375

Non- Residential Tract #1 - Parcel ID R143375 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 20,266.33	\$ 71,538.22	\$ 2,059.15	\$ 5,155.25	\$ 99,018.95
2025	\$ 21,713.90	\$ 70,270.91	\$ 2,100.33	\$ 5,053.92	\$ 99,139.06
2026	\$ 23,161.54	\$ 68,913.07	\$ 2,142.34	\$ 4,945.35	\$ 99,162.30
2027	\$ 24,609.14	\$ 67,464.71	\$ 2,185.19	\$ 4,829.54	\$ 99,088.57
2028	\$ 26,418.65	\$ 65,925.82	\$ 2,228.89	\$ 4,706.49	\$ 99,279.85
2029	\$ 28,590.01	\$ 64,075.54	\$ 2,273.47	\$ 4,574.40	\$ 99,513.41
2030	\$ 30,399.48	\$ 62,073.18	\$ 2,318.94	\$ 4,431.45	\$ 99,223.05
2031	\$ 32,932.78	\$ 59,944.09	\$ 2,365.32	\$ 4,279.45	\$ 99,521.63
2032	\$ 35,104.14	\$ 57,637.57	\$ 2,412.62	\$ 4,114.79	\$ 99,269.12
2033	\$ 37,999.35	\$ 55,178.97	\$ 2,460.87	\$ 3,939.27	\$ 99,578.47
2034	\$ 40,894.57	\$ 52,517.61	\$ 2,510.09	\$ 3,749.27	\$ 99,671.55
2035	\$ 43,789.77	\$ 49,653.47	\$ 2,560.29	\$ 3,544.80	\$ 99,548.34
2036	\$ 47,046.84	\$ 46,586.57	\$ 2,611.50	\$ 3,325.85	\$ 99,570.76
2037	\$ 50,303.95	\$ 43,291.54	\$ 2,663.73	\$ 3,090.62	\$ 99,349.84
2038	\$ 54,284.82	\$ 39,768.40	\$ 2,717.00	\$ 2,839.10	\$ 99,609.32
2039	\$ 58,265.68	\$ 35,966.45	\$ 2,771.34	\$ 2,567.67	\$ 99,571.15
2040	\$ 62,608.50	\$ 31,885.69	\$ 2,826.77	\$ 2,276.34	\$ 99,597.31
2041	\$ 67,313.13	\$ 27,500.78	\$ 2,883.31	\$ 1,963.30	\$ 99,660.51
2042	\$ 72,741.63	\$ 22,786.36	\$ 2,940.97	\$ 1,626.74	\$ 100,095.70
2043	\$ 78,170.12	\$ 17,691.74	\$ 2,999.79	\$ 1,263.03	\$ 100,124.68
2044	\$ 83,960.53	\$ 12,216.93	\$ 3,059.79	\$ 872.18	\$ 100,109.43
2045	\$ 90,474.81	\$ 6,336.58	\$ 3,120.98	\$ 452.37	\$ 100,384.76
Totals	\$ 1,031,049.69	\$ 1,029,224.20	\$ 56,212.70	\$ 73,601.17	\$ 2,190,087.76

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143374 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143374 PRINCIPAL ASSESSMENT: \$803,946.24

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R143374

Non- Residential Tract #2 - Parcel ID R143374 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 15,802.38	\$ 55,780.91	\$ 1,605.59	\$ 4,019.73	\$ 77,208.61
2025	\$ 16,931.10	\$ 54,792.73	\$ 1,637.70	\$ 3,940.72	\$ 77,302.26
2026	\$ 18,059.88	\$ 53,733.98	\$ 1,670.46	\$ 3,856.06	\$ 77,320.38
2027	\$ 19,188.63	\$ 52,604.64	\$ 1,703.87	\$ 3,765.76	\$ 77,262.90
2028	\$ 20,599.56	\$ 51,404.72	\$ 1,737.95	\$ 3,669.82	\$ 77,412.04
2029	\$ 22,292.65	\$ 49,961.98	\$ 1,772.70	\$ 3,566.82	\$ 77,594.16
2030	\$ 23,703.56	\$ 48,400.67	\$ 1,808.16	\$ 3,455.36	\$ 77,367.75
2031	\$ 25,678.86	\$ 46,740.54	\$ 1,844.32	\$ 3,336.84	\$ 77,600.57
2032	\$ 27,371.95	\$ 44,942.07	\$ 1,881.21	\$ 3,208.45	\$ 77,403.68
2033	\$ 29,629.45	\$ 43,025.02	\$ 1,918.83	\$ 3,071.59	\$ 77,644.89
2034	\$ 31,886.96	\$ 40,949.85	\$ 1,957.21	\$ 2,923.44	\$ 77,717.46
2035	\$ 34,144.45	\$ 38,716.58	\$ 1,996.35	\$ 2,764.01	\$ 77,621.39
2036	\$ 36,684.10	\$ 36,325.21	\$ 2,036.28	\$ 2,593.28	\$ 77,638.87
2037	\$ 39,223.79	\$ 33,755.96	\$ 2,077.01	\$ 2,409.86	\$ 77,466.62
2038	\$ 42,327.81	\$ 31,008.84	\$ 2,118.55	\$ 2,213.74	\$ 77,668.94
2039	\$ 45,431.83	\$ 28,044.33	\$ 2,160.92	\$ 2,002.11	\$ 77,639.18
2040	\$ 48,818.09	\$ 24,862.41	\$ 2,204.13	\$ 1,774.95	\$ 77,659.58
2041	\$ 52,486.45	\$ 21,443.34	\$ 2,248.22	\$ 1,530.86	\$ 77,708.86
2042	\$ 56,719.25	\$ 17,767.34	\$ 2,293.18	\$ 1,268.42	\$ 78,048.19
2043	\$ 60,952.03	\$ 13,794.88	\$ 2,339.05	\$ 984.83	\$ 78,070.78
2044	\$ 65,467.02	\$ 9,525.98	\$ 2,385.83	\$ 680.07	\$ 78,058.90
2045	\$ 70,546.44	\$ 4,940.86	\$ 2,433.54	\$ 352.73	\$ 78,273.58
Totals	\$ 803,946.24	\$ 802,522.83	\$ 43,831.05	\$ 57,389.46	\$ 1,707,689.58

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143373 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143373 PRINCIPAL ASSESSMENT: \$1,099,180.73

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - PARCEL R143373

Non- Residential Tract #3 - Parcel ID R143373 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 21,605.51	\$ 76,265.42	\$ 2,195.22	\$ 5,495.90	\$ 105,562.05
2025	\$ 23,148.74	\$ 74,914.36	\$ 2,239.12	\$ 5,387.88	\$ 105,690.09
2026	\$ 24,692.04	\$ 73,466.79	\$ 2,283.90	\$ 5,272.13	\$ 105,714.87
2027	\$ 26,235.30	\$ 71,922.73	\$ 2,329.58	\$ 5,148.67	\$ 105,636.28
2028	\$ 28,164.37	\$ 70,282.15	\$ 2,376.17	\$ 5,017.50	\$ 105,840.20
2029	\$ 30,479.21	\$ 68,309.60	\$ 2,423.70	\$ 4,876.67	\$ 106,089.19
2030	\$ 32,408.26	\$ 66,174.93	\$ 2,472.17	\$ 4,724.28	\$ 105,779.64
2031	\$ 35,108.95	\$ 63,905.15	\$ 2,521.61	\$ 4,562.24	\$ 106,097.95
2032	\$ 37,423.80	\$ 61,446.22	\$ 2,572.05	\$ 4,386.69	\$ 105,828.76
2033	\$ 40,510.32	\$ 58,825.16	\$ 2,623.49	\$ 4,199.57	\$ 106,158.55
2034	\$ 43,596.86	\$ 55,987.94	\$ 2,675.96	\$ 3,997.02	\$ 106,257.77
2035	\$ 46,683.37	\$ 52,934.54	\$ 2,729.48	\$ 3,779.04	\$ 106,126.42
2036	\$ 50,155.66	\$ 49,664.97	\$ 2,784.07	\$ 3,545.62	\$ 106,150.32
2037	\$ 53,628.00	\$ 46,152.22	\$ 2,839.75	\$ 3,294.84	\$ 105,914.81
2038	\$ 57,871.92	\$ 42,396.27	\$ 2,896.54	\$ 3,026.70	\$ 106,191.43
2039	\$ 62,115.84	\$ 38,343.09	\$ 2,954.47	\$ 2,737.34	\$ 106,150.74
2040	\$ 66,745.63	\$ 33,992.68	\$ 3,013.56	\$ 2,426.76	\$ 106,178.63
2041	\$ 71,761.13	\$ 29,318.01	\$ 3,073.83	\$ 2,093.03	\$ 106,246.01
2042	\$ 77,548.35	\$ 24,292.06	\$ 3,135.31	\$ 1,734.23	\$ 106,709.95
2043	\$ 83,335.54	\$ 18,860.80	\$ 3,198.02	\$ 1,346.49	\$ 106,740.85
2044	\$ 89,508.59	\$ 13,024.22	\$ 3,261.98	\$ 929.81	\$ 106,724.59
2045	\$ 96,453.33	\$ 6,755.30	\$ 3,327.22	\$ 482.27	\$ 107,018.11
Totals	\$ 1,099,180.73	\$ 1,097,234.61	\$ 59,927.20	\$ 78,464.69	\$ 2,334,807.22

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143372 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143372 PRINCIPAL ASSESSMENT: \$1,135,517.28

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - PARCEL R143372

Non- Residential Tract #4 - Parcel ID R143372 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 22,319.74	\$ 78,786.59	\$ 2,267.79	\$ 5,677.59	\$ 109,051.70
2025	\$ 23,913.98	\$ 77,390.87	\$ 2,313.14	\$ 5,565.99	\$ 109,183.98
2026	\$ 25,508.31	\$ 75,895.45	\$ 2,359.40	\$ 5,446.42	\$ 109,209.58
2027	\$ 27,102.58	\$ 74,300.34	\$ 2,406.59	\$ 5,318.88	\$ 109,128.39
2028	\$ 29,095.43	\$ 72,605.53	\$ 2,454.72	\$ 5,183.36	\$ 109,339.05
2029	\$ 31,486.79	\$ 70,567.77	\$ 2,503.82	\$ 5,037.89	\$ 109,596.27
2030	\$ 33,479.60	\$ 68,362.53	\$ 2,553.90	\$ 4,880.45	\$ 109,276.48
2031	\$ 36,269.58	\$ 66,017.72	\$ 2,604.97	\$ 4,713.05	\$ 109,605.32
2032	\$ 38,660.95	\$ 63,477.50	\$ 2,657.07	\$ 4,531.71	\$ 109,327.23
2033	\$ 41,849.51	\$ 60,769.80	\$ 2,710.21	\$ 4,338.40	\$ 109,667.92
2034	\$ 45,038.08	\$ 57,838.78	\$ 2,764.42	\$ 4,129.15	\$ 109,770.43
2035	\$ 48,226.62	\$ 54,684.44	\$ 2,819.71	\$ 3,903.96	\$ 109,634.73
2036	\$ 51,813.70	\$ 51,306.79	\$ 2,876.10	\$ 3,662.83	\$ 109,659.42
2037	\$ 55,400.83	\$ 47,677.91	\$ 2,933.62	\$ 3,403.76	\$ 109,416.13
2038	\$ 59,785.04	\$ 43,797.80	\$ 2,992.30	\$ 3,126.76	\$ 109,701.89
2039	\$ 64,169.26	\$ 39,610.63	\$ 3,052.14	\$ 2,827.83	\$ 109,659.86
2040	\$ 68,952.10	\$ 35,116.40	\$ 3,113.18	\$ 2,506.99	\$ 109,688.67
2041	\$ 74,133.40	\$ 30,287.20	\$ 3,175.45	\$ 2,162.23	\$ 109,758.27
2042	\$ 80,111.93	\$ 25,095.11	\$ 3,238.96	\$ 1,791.56	\$ 110,237.55
2043	\$ 86,090.44	\$ 19,484.30	\$ 3,303.74	\$ 1,391.00	\$ 110,269.47
2044	\$ 92,467.55	\$ 13,454.77	\$ 3,369.81	\$ 960.55	\$ 110,252.68
2045	\$ 99,641.86	\$ 6,978.62	\$ 3,437.21	\$ 498.21	\$ 110,555.90
Totals	\$ 1,135,517.28	\$ 1,133,506.83	\$ 61,908.26	\$ 81,058.56	\$ 2,411,990.93

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143371 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143371 PRINCIPAL ASSESSMENT: \$508,711.74

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R143371

Non- Residential Tract #5 - Parcel ID R143371 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 9,999.24	\$ 35,296.39	\$ 1,015.97	\$ 2,543.56	\$ 48,855.16
2025	\$ 10,713.47	\$ 34,671.11	\$ 1,036.29	\$ 2,493.56	\$ 48,914.42
2026	\$ 11,427.72	\$ 34,001.16	\$ 1,057.01	\$ 2,440.00	\$ 48,925.89
2027	\$ 12,141.96	\$ 33,286.55	\$ 1,078.15	\$ 2,382.86	\$ 48,889.52
2028	\$ 13,034.75	\$ 32,527.28	\$ 1,099.72	\$ 2,322.15	\$ 48,983.89
2029	\$ 14,106.08	\$ 31,614.36	\$ 1,121.71	\$ 2,256.97	\$ 49,099.13
2030	\$ 14,998.86	\$ 30,626.41	\$ 1,144.15	\$ 2,186.44	\$ 48,955.86
2031	\$ 16,248.77	\$ 29,575.94	\$ 1,167.03	\$ 2,111.45	\$ 49,103.19
2032	\$ 17,320.11	\$ 28,437.92	\$ 1,190.37	\$ 2,030.20	\$ 48,978.60
2033	\$ 18,748.58	\$ 27,224.87	\$ 1,214.18	\$ 1,943.60	\$ 49,131.23
2034	\$ 20,177.06	\$ 25,911.77	\$ 1,238.46	\$ 1,849.86	\$ 49,177.15
2035	\$ 21,605.53	\$ 24,498.63	\$ 1,263.23	\$ 1,748.98	\$ 49,116.36
2036	\$ 23,212.54	\$ 22,985.44	\$ 1,288.49	\$ 1,640.95	\$ 49,127.42
2037	\$ 24,819.57	\$ 21,359.70	\$ 1,314.26	\$ 1,524.89	\$ 49,018.42
2038	\$ 26,783.70	\$ 19,621.41	\$ 1,340.55	\$ 1,400.79	\$ 49,146.45
2039	\$ 28,747.83	\$ 17,745.56	\$ 1,367.36	\$ 1,266.87	\$ 49,127.62
2040	\$ 30,890.54	\$ 15,732.15	\$ 1,394.71	\$ 1,123.13	\$ 49,140.52
2041	\$ 33,211.76	\$ 13,568.66	\$ 1,422.60	\$ 968.68	\$ 49,171.71
2042	\$ 35,890.15	\$ 11,242.61	\$ 1,451.05	\$ 802.62	\$ 49,386.42
2043	\$ 38,568.51	\$ 8,728.97	\$ 1,480.07	\$ 623.17	\$ 49,400.72
2044	\$ 41,425.46	\$ 6,027.74	\$ 1,509.68	\$ 430.33	\$ 49,393.20
2045	\$ 44,639.56	\$ 3,126.42	\$ 1,539.87	\$ 223.20	\$ 49,529.04
Totals	\$ 508,711.74	\$ 507,811.06	\$ 27,734.90	\$ 36,314.23	\$ 1,080,571.94

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143364 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143364 PRINCIPAL ASSESSMENT: \$466,315.42

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R143364

Residential Tract #7E - Parcel ID R143364 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2024	\$ 9,165.90	\$ 32,354.77	\$ 931.30	\$ -	\$ 2,331.58	\$ 44,783.55
2025	\$ 9,820.60	\$ 31,781.60	\$ 949.92	\$ -	\$ 2,285.75	\$ 44,837.87
2026	\$ 10,475.33	\$ 31,167.49	\$ 968.92	\$ -	\$ 2,236.64	\$ 44,848.38
2027	\$ 11,130.04	\$ 30,512.43	\$ 988.30	\$ -	\$ 2,184.27	\$ 44,815.04
2028	\$ 11,948.43	\$ 29,816.44	\$ 1,008.07	\$ -	\$ 2,128.62	\$ 44,901.55
2029	\$ 12,930.47	\$ 28,979.60	\$ 1,028.23	\$ -	\$ 2,068.88	\$ 45,007.18
2030	\$ 13,748.85	\$ 28,073.99	\$ 1,048.79	\$ -	\$ 2,004.22	\$ 44,875.86
2031	\$ 14,894.59	\$ 27,111.06	\$ 1,069.77	\$ -	\$ 1,935.48	\$ 45,010.90
2032	\$ 15,876.64	\$ 26,067.89	\$ 1,091.16	\$ -	\$ 1,861.01	\$ 44,896.69
2033	\$ 17,186.06	\$ 24,955.93	\$ 1,112.99	\$ -	\$ 1,781.62	\$ 45,036.60
2034	\$ 18,495.49	\$ 23,752.27	\$ 1,135.25	\$ -	\$ 1,695.69	\$ 45,078.70
2035	\$ 19,804.91	\$ 22,456.90	\$ 1,157.95	\$ -	\$ 1,603.22	\$ 45,022.98
2036	\$ 21,277.99	\$ 21,069.82	\$ 1,181.11	\$ -	\$ 1,504.19	\$ 45,033.12
2037	\$ 22,751.10	\$ 19,579.57	\$ 1,204.73	\$ -	\$ 1,397.80	\$ 44,933.20
2038	\$ 24,551.53	\$ 17,986.15	\$ 1,228.83	\$ -	\$ 1,284.05	\$ 45,050.56
2039	\$ 26,351.97	\$ 16,266.64	\$ 1,253.40	\$ -	\$ 1,161.29	\$ 45,033.29
2040	\$ 28,316.11	\$ 14,421.02	\$ 1,278.47	\$ -	\$ 1,029.53	\$ 45,045.13
2041	\$ 30,443.88	\$ 12,437.84	\$ 1,304.04	\$ -	\$ 887.95	\$ 45,073.71
2042	\$ 32,899.04	\$ 10,305.64	\$ 1,330.12	\$ -	\$ 735.73	\$ 45,270.53
2043	\$ 35,354.19	\$ 8,001.49	\$ 1,356.72	\$ -	\$ 571.23	\$ 45,283.64
2044	\$ 37,973.04	\$ 5,525.38	\$ 1,383.86	\$ -	\$ 394.46	\$ 45,276.74
2045	\$ 40,919.27	\$ 2,865.86	\$ 1,411.54	\$ -	\$ 204.60	\$ 45,401.26
Totals	\$ 466,315.42	\$ 465,489.80	\$ 25,423.46	\$ -	\$ 33,287.79	\$ 990,516.47

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R13142 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R13142 PRINCIPAL ASSESSMENT: \$3,394,443.34

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R13142

Residential Tract #7W - Parcel ID R13142 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 66,721	\$ 235,520	\$ 6,779.18	\$ 16,972.22	\$ 325,992
2025	\$ 71,487	\$ 231,347	\$ 6,914.76	\$ 16,638.61	\$ 326,388
2026	\$ 76,253	\$ 226,877	\$ 7,053.06	\$ 16,281.18	\$ 326,464
2027	\$ 81,019	\$ 222,109	\$ 7,194.12	\$ 15,899.91	\$ 326,221
2028	\$ 86,976	\$ 217,042	\$ 7,338.00	\$ 15,494.82	\$ 326,851
2029	\$ 94,125	\$ 210,951	\$ 7,484.76	\$ 15,059.94	\$ 327,620
2030	\$ 100,082	\$ 204,359	\$ 7,634.45	\$ 14,589.31	\$ 326,664
2031	\$ 108,422	\$ 197,349	\$ 7,787.14	\$ 14,088.91	\$ 327,647
2032	\$ 115,571	\$ 189,756	\$ 7,942.89	\$ 13,546.80	\$ 326,816
2033	\$ 125,102	\$ 181,661	\$ 8,101.74	\$ 12,968.94	\$ 327,834
2034	\$ 134,634	\$ 172,900	\$ 8,263.78	\$ 12,343.43	\$ 328,141
2035	\$ 144,166	\$ 163,470	\$ 8,429.05	\$ 11,670.26	\$ 327,735
2036	\$ 154,889	\$ 153,373	\$ 8,597.63	\$ 10,949.43	\$ 327,809
2037	\$ 165,612	\$ 142,525	\$ 8,769.59	\$ 10,174.99	\$ 327,082
2038	\$ 178,718	\$ 130,926	\$ 8,944.98	\$ 9,346.93	\$ 327,936
2039	\$ 191,824	\$ 118,410	\$ 9,123.88	\$ 8,453.34	\$ 327,810
2040	\$ 206,121	\$ 104,975	\$ 9,306.36	\$ 7,494.23	\$ 327,896
2041	\$ 221,610	\$ 90,539	\$ 9,492.48	\$ 6,463.62	\$ 328,104
2042	\$ 239,482	\$ 75,018	\$ 9,682.33	\$ 5,355.57	\$ 329,537
2043	\$ 257,353	\$ 58,245	\$ 9,875.98	\$ 4,158.16	\$ 329,633
2044	\$ 276,417	\$ 40,221	\$ 10,073.50	\$ 2,871.40	\$ 329,582
2045	\$ 297,863	\$ 20,861	\$ 10,274.97	\$ 1,489.32	\$ 330,489
Totals	\$ 3,394,443.34	\$ 3,388,433.41	\$ 185,064.62	\$ 242,311.32	\$ 7,210,252.69

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R143365 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R143365 PRINCIPAL ASSESSMENT: \$853,909.00

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R143365

Residential Tract #8 - Parcel ID R143365 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 16,784.45	\$ 59,247.52	\$ 1,705.38	\$ 4,269.54	\$ 82,006.88
2025	\$ 17,983.32	\$ 58,197.93	\$ 1,739.48	\$ 4,185.62	\$ 82,106.35
2026	\$ 19,182.25	\$ 57,073.38	\$ 1,774.27	\$ 4,095.71	\$ 82,125.60
2027	\$ 20,381.14	\$ 55,873.85	\$ 1,809.76	\$ 3,999.79	\$ 82,064.55
2028	\$ 21,879.76	\$ 54,599.36	\$ 1,845.95	\$ 3,897.89	\$ 82,222.96
2029	\$ 23,678.07	\$ 53,066.97	\$ 1,882.87	\$ 3,788.49	\$ 82,416.39
2030	\$ 25,176.66	\$ 51,408.62	\$ 1,920.53	\$ 3,670.10	\$ 82,175.92
2031	\$ 27,274.73	\$ 49,645.32	\$ 1,958.94	\$ 3,544.22	\$ 82,423.20
2032	\$ 29,073.03	\$ 47,735.08	\$ 1,998.12	\$ 3,407.84	\$ 82,214.08
2033	\$ 31,470.83	\$ 45,698.89	\$ 2,038.08	\$ 3,262.48	\$ 82,470.28
2034	\$ 33,868.63	\$ 43,494.76	\$ 2,078.84	\$ 3,105.12	\$ 82,547.36
2035	\$ 36,266.42	\$ 41,122.70	\$ 2,120.42	\$ 2,935.78	\$ 82,445.32
2036	\$ 38,963.90	\$ 38,582.71	\$ 2,162.83	\$ 2,754.45	\$ 82,463.89
2037	\$ 41,661.42	\$ 35,853.79	\$ 2,206.08	\$ 2,559.63	\$ 82,280.93
2038	\$ 44,958.35	\$ 32,935.95	\$ 2,250.21	\$ 2,351.32	\$ 82,495.82
2039	\$ 48,255.28	\$ 29,787.19	\$ 2,295.21	\$ 2,126.53	\$ 82,464.21
2040	\$ 51,851.98	\$ 26,407.53	\$ 2,341.11	\$ 1,885.25	\$ 82,485.88
2041	\$ 55,748.32	\$ 22,775.97	\$ 2,387.94	\$ 1,625.99	\$ 82,538.22
2042	\$ 60,244.17	\$ 18,871.52	\$ 2,435.70	\$ 1,347.25	\$ 82,898.64
2043	\$ 64,740.01	\$ 14,652.19	\$ 2,484.41	\$ 1,046.03	\$ 82,922.64
2044	\$ 69,535.60	\$ 10,117.99	\$ 2,534.10	\$ 722.33	\$ 82,910.02
2045	\$ 74,930.68	\$ 5,247.92	\$ 2,584.78	\$ 374.65	\$ 83,138.04
Totals	\$ 853,909.00	\$ 852,397.13	\$ 46,555.01	\$ 60,956.04	\$ 1,813,817.18

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R18169 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R18169 PRINCIPAL ASSESSMENT: \$294,061.93

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County

ANNUAL INSTALLMENTS - PARCEL R18169

Residential Tract #5 - Parcel ID R18169 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 5,780.08	\$ 20,403.16	\$ 587.28	\$ 1,470.31	\$ 28,240.83
2025	\$ 6,192.94	\$ 20,041.71	\$ 599.03	\$ 1,441.41	\$ 28,275.09
2026	\$ 6,605.82	\$ 19,654.45	\$ 611.01	\$ 1,410.44	\$ 28,281.72
2027	\$ 7,018.68	\$ 19,241.36	\$ 623.23	\$ 1,377.42	\$ 28,260.69
2028	\$ 7,534.77	\$ 18,802.46	\$ 635.69	\$ 1,342.32	\$ 28,315.25
2029	\$ 8,154.05	\$ 18,274.75	\$ 648.41	\$ 1,304.65	\$ 28,381.86
2030	\$ 8,670.13	\$ 17,703.67	\$ 661.38	\$ 1,263.88	\$ 28,299.04
2031	\$ 9,392.64	\$ 17,096.43	\$ 674.60	\$ 1,220.53	\$ 28,384.20
2032	\$ 10,011.92	\$ 16,438.60	\$ 688.10	\$ 1,173.56	\$ 28,312.19
2033	\$ 10,837.66	\$ 15,737.39	\$ 701.86	\$ 1,123.50	\$ 28,400.41
2034	\$ 11,663.39	\$ 14,978.36	\$ 715.89	\$ 1,069.32	\$ 28,426.96
2035	\$ 12,489.12	\$ 14,161.49	\$ 730.21	\$ 1,011.00	\$ 28,391.82
2036	\$ 13,418.06	\$ 13,286.79	\$ 744.82	\$ 948.55	\$ 28,398.21
2037	\$ 14,347.01	\$ 12,347.02	\$ 759.71	\$ 881.46	\$ 28,335.21
2038	\$ 15,482.38	\$ 11,342.20	\$ 774.91	\$ 809.73	\$ 28,409.21
2039	\$ 16,617.74	\$ 10,257.86	\$ 790.41	\$ 732.32	\$ 28,398.33
2040	\$ 17,856.34	\$ 9,094.00	\$ 806.21	\$ 649.23	\$ 28,405.79
2041	\$ 19,198.13	\$ 7,843.40	\$ 822.34	\$ 559.95	\$ 28,423.81
2042	\$ 20,746.38	\$ 6,498.81	\$ 838.78	\$ 463.96	\$ 28,547.93
2043	\$ 22,294.61	\$ 5,045.80	\$ 855.56	\$ 360.22	\$ 28,556.19
2044	\$ 23,946.08	\$ 3,484.35	\$ 872.67	\$ 248.75	\$ 28,551.85
2045	\$ 25,803.99	\$ 1,807.23	\$ 890.12	\$ 129.02	\$ 28,630.37
Totals	\$ 294,061.93	\$ 293,541.29	\$ 16,032.22	\$ 20,991.52	\$ 624,626.96

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R19065 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R19065 PRINCIPAL ASSESSMENT: \$888,637.24

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - PARCEL R19065

Residential Tract #6 - Parcel ID R19065 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Delinquency Reserve	Annual Installment
2024	\$ 17,467.06	\$ 61,657.10	\$ 1,774.73	\$ 4,443.19	\$ 85,342.08
2025	\$ 18,714.69	\$ 60,564.83	\$ 1,810.23	\$ 4,355.85	\$ 85,445.60
2026	\$ 19,962.38	\$ 59,394.54	\$ 1,846.43	\$ 4,262.28	\$ 85,465.63
2027	\$ 21,210.04	\$ 58,146.23	\$ 1,883.36	\$ 4,162.47	\$ 85,402.09
2028	\$ 22,769.61	\$ 56,819.90	\$ 1,921.03	\$ 4,056.42	\$ 85,566.95
2029	\$ 24,641.05	\$ 55,225.19	\$ 1,959.45	\$ 3,942.57	\$ 85,768.25
2030	\$ 26,200.59	\$ 53,499.40	\$ 1,998.64	\$ 3,819.36	\$ 85,517.99
2031	\$ 28,383.98	\$ 51,664.38	\$ 2,038.61	\$ 3,688.36	\$ 85,775.33
2032	\$ 30,255.43	\$ 49,676.45	\$ 2,079.38	\$ 3,546.44	\$ 85,557.70
2033	\$ 32,750.74	\$ 47,557.45	\$ 2,120.97	\$ 3,395.16	\$ 85,824.32
2034	\$ 35,246.06	\$ 45,263.68	\$ 2,163.39	\$ 3,231.41	\$ 85,904.54
2035	\$ 37,741.36	\$ 42,795.15	\$ 2,206.66	\$ 3,055.18	\$ 85,798.35
2036	\$ 40,548.55	\$ 40,151.86	\$ 2,250.79	\$ 2,866.47	\$ 85,817.67
2037	\$ 43,355.78	\$ 37,311.95	\$ 2,295.81	\$ 2,663.73	\$ 85,627.27
2038	\$ 46,786.79	\$ 34,275.44	\$ 2,341.72	\$ 2,446.95	\$ 85,850.91
2039	\$ 50,217.81	\$ 30,998.63	\$ 2,388.56	\$ 2,213.02	\$ 85,818.01
2040	\$ 53,960.78	\$ 27,481.52	\$ 2,436.33	\$ 1,961.93	\$ 85,840.56
2041	\$ 58,015.59	\$ 23,702.26	\$ 2,485.05	\$ 1,692.12	\$ 85,895.03
2042	\$ 62,694.29	\$ 19,639.02	\$ 2,534.75	\$ 1,402.04	\$ 86,270.11
2043	\$ 67,372.97	\$ 15,248.09	\$ 2,585.45	\$ 1,088.57	\$ 86,295.08
2044	\$ 72,363.59	\$ 10,529.49	\$ 2,637.16	\$ 751.71	\$ 86,281.94
2045	\$ 77,978.09	\$ 5,461.35	\$ 2,689.90	\$ 389.89	\$ 86,519.24
Totals	\$ 888,637.24	\$ 887,063.90	\$ 48,448.39	\$ 63,435.10	\$ 1,887,584.63

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

**LA CIMA PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA –
PARCEL R184867 HOMEBUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
HAYS COUNTY, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

PARCEL R184867 PRINCIPAL ASSESSMENT: \$6,357,649.00

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***La Cima Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - PARCEL R184867

Annual Installment Due 1/31	Neighborhood Improvement Area #3 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation		Administrative Expenses	Annual Installment
	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]		
2024	\$ 72,519.00	\$ 274,298.93	\$ -	\$ 24,820.90	\$ 18,883.00	\$ 83,608.20	\$ 12,236.85	\$ 486,366.87
2025	76,257.00	270,854.27	-	24,458.30	20,063.00	82,475.22	12,481.58	486,589.38
2026	79,995.00	267,232.07	-	24,077.02	21,243.00	81,271.44	12,731.21	486,549.73
2027	84,231.00	263,432.30	-	23,677.04	22,423.00	79,996.86	12,985.84	486,746.04
2028	88,468.00	259,431.33	-	23,255.89	23,898.00	78,651.48	13,245.55	486,950.25
2029	92,954.00	255,118.52	-	22,813.55	25,373.00	77,217.60	13,510.47	486,987.13
2030	97,689.00	250,587.01	-	22,348.78	26,849.00	75,695.22	13,780.68	486,949.68
2031	102,673.00	245,824.67	-	21,860.33	28,619.00	74,084.28	14,056.29	487,117.57
2032	108,155.00	240,819.36	-	21,346.97	30,093.00	72,367.14	14,337.41	487,118.88
2033	113,638.00	235,546.81	-	20,806.19	32,159.00	70,561.56	14,624.16	487,335.72
2034	120,366.00	229,296.72	-	20,238.00	33,930.00	68,632.02	14,916.65	487,379.38
2035	127,593.00	222,676.59	-	19,636.17	35,700.00	66,596.22	15,214.98	487,416.95
2036	135,070.00	215,658.97	-	18,998.21	38,060.00	64,454.22	15,519.28	487,760.67
2037	142,795.00	208,230.12	-	18,322.86	40,420.00	62,170.62	15,829.66	487,768.26
2038	151,268.00	200,376.40	-	17,608.88	42,781.00	59,745.42	16,146.26	487,925.95
2039	159,990.00	192,056.66	-	16,852.54	45,435.00	57,178.56	16,469.18	487,981.94
2040	169,460.00	183,257.21	-	16,052.59	48,091.00	54,452.46	16,798.57	488,111.82
2041	179,428.00	173,936.91	-	15,205.29	51,042.00	51,567.00	17,134.54	488,313.73
2042	190,144.00	164,068.37	-	14,308.15	53,992.00	48,504.48	17,477.23	488,494.22
2043	201,358.00	153,610.45	-	13,357.43	57,238.00	45,264.96	17,826.77	488,655.61
2044	213,569.00	142,032.36	-	12,350.64	60,778.00	41,830.68	18,183.31	488,743.99
2045	226,777.00	129,752.14	-	11,282.80	64,319.00	38,184.00	18,546.97	488,861.91
2046	240,733.00	116,712.47	-	10,148.91	68,154.00	34,324.86	18,917.91	488,991.15
2047	255,436.00	102,870.32	-	8,945.25	72,285.00	30,235.62	19,296.27	489,068.45
2048	271,385.00	88,182.75	-	7,668.07	76,415.00	25,898.52	19,682.20	489,231.53
2049	287,833.00	72,578.11	-	6,311.14	81,136.00	21,313.62	20,075.84	489,247.71
2050	305,526.00	56,027.71	-	4,871.98	86,151.00	16,445.46	20,477.36	489,499.51
2051	324,217.00	38,459.97	-	3,344.35	91,462.00	11,276.40	20,886.91	489,646.62
2052	344,652.00	19,817.49	-	1,723.26	96,478.00	5,788.68	21,304.64	489,764.07
Total	4,964,179.00	5,272,746.94	-	466,691.43	1,393,470.00	1,579,792.80	474,694.57	14,151,574.73

[a] Interest Rate is calculated at the actual rate of the Neighborhood Improvement Area #3 Initial Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.

[c] Interest Rate is calculated at the Additional Interest Rate.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Shell

Agenda Item

Hold a public hearing in accordance with Section 293.101 of the Texas Health and Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2024 pursuant to the County Health Care Provider Participation Program. **SHELL/T.CRUMLEY**

Summary

Hays County's participation in a County Health Care Provider Participation Program is authorized by HB 3175 passed during the 84th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code (THSC).

The Hays County Commissioners Court adopted and Order authorizing the County's participation in the LPPF program on 9-15-15. On 9-29-15 a public hearing was held to establish the LPPF.

Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code.

During the hearing, the Court will set the fiscal year 2024 assessment rate, consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program.

Attachments

Resolution Setting FY24 Rate



Resolution Setting the FY 2024 Rate for the Hays County Health Care Provider Participation Program

WHEREAS, the Texas Legislature in the 84th Regular Session enacted H.B. 3175, which added Chapter 293 to the Health and Safety Code enabling the County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 293 of the Health and Safety Code, the Hays County Commissioners Court has authorized the County to participate in a county health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 293.101 of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of Hays County amends the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2024 to 6% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 293.103 of the Health and Safety Code.

PASSED AND ADOPTED by the Hays County Commissioners Court at a regular meeting on the 19th day of September 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Hays County Commissioner, Pct. 1

Michelle Cohen, Ph.D.
Hays County Commissioner, Pct. 3

Lon A. Shell
Hays County Commissioner, Pct. 3

Walt Smith
Hays County Commissioner, Pct. 4

ATTEST:

Elaine H. Cardenas, MBA, PhD
Hays County Clerk



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Tammy Crumley, Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to execute an Equipment Relocation Request for the Personal Health Department (\$417.38) and the Election's Office (\$417.38) copiers and amend the budget accordingly.
BECERRA/T.CRUMLEY/DOINOFF

Summary:

The Elections Department will need to have their copier moved once the IT/Elections building is completed and is requesting Ricoh to move the copier to ensure no damage occurs to the machine during the move. If Hays County moves the machine and any damages occur Hays County would be responsible for the repairs. Total Cost \$417.38

The Personal Health Department needs to have their copier moved once the Health Department Building located on Broadway to their new location on Thermon Dr. and is requesting Ricoh to move the copier to ensure no damage occurs to the machine during the move. If Hays County moves the machine and any damages occur Hays County would be responsible for the repairs. Total Cost \$417.38

Fiscal Impact:

Amount Requested: \$834.76

Line Item Number: 001-655-00.5391/120-675-00.5391

Budget Office:

Source of Funds: General Fund/Family Health Services Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$418 - Increase Elections Miscellaneous Expense 001-655-00.5391

(\$418) - Decrease Elections Postage 001-655-00.5212

\$418 - Increase Health Dept Miscellaneous Expense 120-675-00.5391

(\$418) - Decrease Health Dept Medical Waste 120-675-00.5430

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract 616-20

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Election Department Copier Quote

Personal Health Copier Quote

ORIGIN				DESTINATION			
HAYS COUNTY 712 S STAGECOACH TRL SAN MARCOS, TX 78666-6073				HAYS COUNTY 120 STAGECOACH TRL SAN MARCOS, TX 78666-5268			
Contact:	STEPHANIE HUNT	Phone:	512 393-2267	Contact:	STEPHANIE HUNT	Phone:	512 393-2267
Cell:		E-mail:	stephanie.hunt@co.hays.tx.us	Cell:		E-mail:	stephanie.hunt@co.hays.tx.us
Alt Contact:		Phone:		Alt Contact:		Phone:	
Cell:		E-mail:		Cell:		E-mail:	
Special Requirements: PRECALL							

BILLING INFORMATION	
One Time Bill To HAYS COUNTY 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247	Relocation Charges*: \$417.38 <div> * Tax may be applicable on relocation charge amount. * Deinstallation and Reinstallation are not included in relocation charges. </div>

EQUIPMENT TO BE RELOCATED							
Total Value:				Total Weight: 224			
Equip ID	Status	Type	Make/Model	Mfg Serial Number	Config Serial Number	Origin Location - Floor, Dept, etc.	Destination Location - Floor, Dept, etc.
63004924		Multi-Function Copier	Ricoh IMC4500	3122R190001	C85234433	ELECTIONS OFFICE	ELECTIONS OFFICE

TRANSPORTATION AND DELIVERY INFORMATION					
Questions	Origin Location	Destination Location	Questions	Origin Location	Destination Location
1. Specify date that the equipment is available.			4. Is an elevator available to move the equipment?	Yes	Yes
a. No later than, no earlier than, or on specified date.	No Later Than	No Later Than	b. If yes, will protective padding/flooring be required?	No	No
b. Before 8 AM or after 5PM pickup/delivery?			5. Are there any building access requirements?	No	No
2. Access available for 53' trailer?	No	No	6. Is a Certificate of Insurance (COI) required?	No	No
a. If no, would a 28' box van/truck have access?	Yes	Yes	7. Any Special Requirements?	PRECALL	
b. Is a loading dock available for use?	Yes	No	Add'l Questions for moves of more than 10 units		
c. If no, please explain any special parking requirements		.	Will units will be consolidated to one location?	No	No
3. Is the building accessible using a handicap ramp?	Yes	Yes	Proximity of loading dock to equipment (needed to determine how many trips to the vehicle)		
			Ability to perform site survey	No	No

AUTHORIZATION: Customer requests and hereby authorizes Ricoh to relocate the above-referenced Equipment to the specific Customer location described above (see "Delivery Address") following a pre-shipment inspection of such Equipment by an authorized Ricoh representative designed to verify condition and operation. Such inspection must occur contemporaneously with the relocation and Customer agrees to pay Ricoh for such services and to reimburse Ricoh for all shipping, handling and freight charges, all as described in this Form. Ricoh will invoice Customer for any such charges, which shall be due and payable on a net ten days basis, except as otherwise provided in any existing Maintenance Service agreement between Ricoh and Customer which shall be deemed to control. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the move of the Equipment hereunder within reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. If Customer cancels the relocation services within 24 hours of pickup or delivery, Ricoh may charge Customer the full amount of the relocation. If Customer requests additional services during pickup or delivery, Ricoh will charge Customer the full amount of the additional services, which shall be due and payable on a net ten days basis. The parties agree that the terms and conditions contained in Form make up the entire agreement between them regarding the relocation services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders.

OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS FORM, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY. The date you requested for this move is tentative. Once this form is signed and returned to RICOH, your request will processed and the final move date will be scheduled and confirmed with you by the logistics scheduler. If customer cancels the relocation services, Ricoh may charge the customer a fee up to the full amount of the relocation.

Customer Authorized Signature:	Print Name:	Date:	Phone:	Email:
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ORIGIN				DESTINATION			
HAYS COUNTY 401 BROADWAY ST STE A, HEALTH SERVICES DEPT SAN MARCOS, TX 78666-7798				HAYS COUNTY 101 THERMON DR SAN MARCOS, TX 78666-5948			
Contact:	STEPHANIE HUNT	Phone:	512 393-2267	Contact:	STEPHANIE HUNT	Phone:	512 393-2267
Cell:		E-mail:	stephanie.hunt@co.hays.tx.us	Cell:		E-mail:	stephanie.hunt@co.hays.tx.us
Alt Contact:		Phone:		Alt Contact:		Phone:	
Cell:		E-mail:		Cell:		E-mail:	

Special Requirements:

BILLING INFORMATION	
One Time Bill To HAYS COUNTY 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247	Relocation Charges*: \$417.38 * Tax may be applicable on relocation charge amount. * Deinstallation and Reinstallation are not included in relocation charges.

EQUIPMENT TO BE RELOCATED							
Total Value:				Total Weight: 201			
Equip ID	Status	Type	Make/Model	Mfg Serial Number	Config Serial Number	Origin Location - Floor, Dept, etc.	Destination Location - Floor, Dept, etc.
17345576			Ricoh IMC2500	3090RC01385	C85213316	HEALTH	HEALTH

TRANSPORTATION AND DELIVERY INFORMATION					
Questions	Origin Location	Destination Location	Questions	Origin Location	Destination Location
1. Specify date that the equipment is available.			4. Is an elevator available to move the equipment?	Yes	Yes
a. No later than, no earlier than, or on specified date.	No Later Than	No Later Than	b. If yes, will protective padding/flooring be required?	No	No
b. Before 8 AM or after 5PM pickup/delivery?			5. Are there any building access requirements?	No	No
2. Access available for 53' trailer?	No	No	6. Is a Certificate of Insurance (COI) required?	No	No
a. If no, would a 28' box van/truck have access?	Yes	Yes	7. Any Special Requirements?		
b. Is a loading dock available for use?	No	No	Add'l Questions for moves of more than 10 units		
c. If no, please explain any special parking requirements	.	.	Will units will be consolidated to one location?	No	No
3. Is the building accessible using a handicap ramp?	Yes	Yes	Proximity of loading dock to equipment (needed to determine how many trips to the vehicle)		
			Ability to perform site survey	No	No

AUTHORIZATION: Customer requests and hereby authorizes Ricoh to relocate the above-referenced Equipment to the specific Customer location described above (see "Delivery Address") following a pre-shipment inspection of such Equipment by an authorized Ricoh representative designed to verify condition and operation. Such inspection must occur contemporaneously with the relocation and Customer agrees to pay Ricoh for such services and to reimburse Ricoh for all shipping, handling and freight charges, all as described in this Form. Ricoh will invoice Customer for any such charges, which shall be due and payable on a net ten days basis, except as otherwise provided in any existing Maintenance Service agreement between Ricoh and Customer which shall be deemed to control. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the move of the Equipment hereunder within reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. If Customer cancels the relocation services within 24 hours of pickup or delivery, Ricoh may charge Customer the full amount of the relocation. If Customer requests additional services during pickup or delivery, Ricoh will charge Customer the full amount of the additional services, which shall be due and payable on a net ten days basis. The parties agree that the terms and conditions contained in Form make up the entire agreement between them regarding the relocation services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders.

OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS FORM, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY. The date you requested for this move is tentative. Once this form is signed and returned to RICOH, your request will be processed and the final move date will be scheduled and confirmed with you by the logistics scheduler. If customer cancels the relocation services, Ricoh may charge the customer a fee up to the full amount of the relocation.

Customer Authorized Signature:	Print Name:	Date:	Phone:	Email:
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Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to appoint a Justice of the Peace, Precinct 2 Place 2 effective 10/1/2023 pursuant to Texas Local Government Code Chapter 87.041. **COHEN**

Summary:

On August 15, 2023 the Commissioners Court authorized the creation of a new Justice of the Peace Court in Pct 2 and formed a subcommittee to begin the recruiting process with appointment recommendations to be presented to the Court.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 001-624-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funding for salaries and operations will be included in the FY 2024 budget hearing.

Auditor's Office:



AGENDA ITEM REQUEST FORM: K. 6.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to set the off-duty County Patrol Vehicle fees for the Constable and Sheriff Departments under Texas Local Government Code Section 118.131. **SMITH**

Summary

Fees will be discussed in Court.



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of the Equipment Calibration & Maintenance Program Agreement with FarrWest pursuant to HGAC Contract EP11-20, in the amount of \$14,469.72 annually, effective October 1, 2023. BECERRA/M.JONES

Summary:

Fiscal Impact:

Amount Requested: \$14,469.72

Line Item Number: 001-656-99-119.5411

Budget Office:

Source of Funds: Homeland Security Grant Funds

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during the annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, HGAC EP11-20

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair

New Revenue Y/N?: N/A

Comments:

Attachments

Farrwest Contract



FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This Multi-Year Equipment Calibration and Maintenance Program Agreement ("Agreement") is made according to the following terms between HAYS COUNTY, TEXAS ("County") and FarrWest Environmental Supply, Inc ("Farrwest"). The following outlines the equipment and services contemplated under this Agreement by FarrWest in addition to the responsibilities assigned to HAYS COUNTY. This program will begin on October 1, 2023, and be in effect until September 30, 2024.

Maintained Equipment

Equipment owned and operated by HAYS COUNTY, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro (Sensors: 10.6eV ppb, CO, H2S, LEL, O2) Pumped
- 3 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, Cl2, O2) Pumped
- 1 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, HCN, O2) Pumped
- 1 x Rigaku CQL (*Verification only*)
- 11 x Thermo Scientific RadEye-G (*Annual calibration*)
- 10 x Level A Suits (*Annual pressure-testing*)

Supplied Program Services

- 90 Day On-Site Service and Calibration Cycles
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

Performance Standards

- (a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- (b) FarrWest will perform repairs for damage or failure occurring during normal usage of equipment. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
- (d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also

receive an operational test during the normal service cycle. ***Any repairs on verification-only equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***

- (e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***Any repairs on radiation equipment in excess of \$300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***Any repairs on chemical and biological equipment in excess of \$300, will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***Any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment will be the responsibility of HAYS COUNTY and will be invoiced separately.***
- (h) Instruments labeled by the manufacturer as “discontinued” or having reached “end of life” cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as “calibration-only”. Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
- (i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (HAYS COUNTY owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. ***The cost for replacement accessories beyond this dollar amount will be the responsibility of HAYS COUNTY and will be invoiced separately.***

Program Updates or Alterations

- (a) Sensor-type changes (i.e. replacing a Hydrogen Sulfide (H₂S) sensor with an Ammonia (NH₃) sensor) can be done at the request of HAYS COUNTY on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of HAYS COUNTY.

Documentation and Support

- (a) FarrWest will maintain all service records and provide a copy of those records to HAYS COUNTY. Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

HAYS COUNTY Instrument	FarrWest Loaner
AreaRAE Pro	RAE Systems AreaRAE Series
MultiRAE Lite	RAE Systems MultiRAE Series
RadEye-G	Thermo Scientific RadEye Series

- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

- (a) **Lost, stolen, or destroyed equipment – HAYS COUNTY** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment –**
 - **At Termination – HAYS COUNTY** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract pursuant to the Miscellaneous Provisions below.
 - **Loaner Equipment – HAYS COUNTY** agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from FarrWest’s rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from **HAYS COUNTY** in the form of a rental invoice for payment by **HAYS COUNTY**.
- (c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **HAYS COUNTY** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal –** At the end of this initial agreement, HAYS COUNTY will be given the opportunity to renew the maintenance program for an additional 3 individual, 12-month periods. Payment of a delivered invoice after the conclusion of the preceding annual term will signal acceptance of a renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-20. The price below reflects the discount pricing from these programs.

(f) **Annual Fee for Equipment and Service** –


- An annual payment of **\$14,469.72** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Miscellaneous Provisions:

- (a) **Termination** – Either Party to this Agreement may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party and the breach remains uncured at the end of 30 days. Such notices shall be sent to the contact on the signature page. If County terminated this Agreement due to FarrWest's uncured breach, Farrwest will refund any prepaid amounts on a prorated basis based on the effective date of termination.
- (b) **Unavailability of Funds** - If sufficient funds are not appropriated or otherwise legally available to pay the costs associated with this Agreement, County may terminate this Agreement.
- (c) **Effect of Termination** – Upon termination of this Agreement, County remains responsible for any fees outstanding or incurred before the effective date of termination.

Farrwest Environmental Supply

HAYS COUNTY

Signature: 

Signature: _____

Name: Travis Brown

Name: _____

Title: CEO

Title: _____

Date: 9/15/2023

Date: _____

Address: Farrwest Environmental Supply
108 Commercial Place, Suite 200
Schertz, Texas 78148

Address: Hays County
Attn: County Judge's Office
111 East San Antonio Street, Suite 300
San Marcos. Texas 78666



AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

1:00pm - Hold a final public hearing for the Fiscal Year 2024 Hays County Proposed Budget. BECERRA/DORSETT

Summary

Attachments

FY 2024 Public Hearing Notice

NOTICE OF PUBLIC HEARING ON HAYS COUNTY FY 2024 BUDGET

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2024 budget on September 19, 2023 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

The proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$12,771,921 or 12.03% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$7,717,538.



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to set the Fiscal Year 2024 salaries and allowances for Hays County Elected Officials. **BECERRA/DORSETT**

Summary

Attachments

FY 2024 Elected Officials Salaries & Allowances

Includes FY 2024 ELECTED OFFICIALS SALARY & ALLOWANCES - COURT PROPOSED										
Elected Official	Allowances Current	Mrkt Avg	Term 1	Term 2	Term 3 +	Travel Allowance	Phone Allowance	Uniform Allowance	FY24 Total Compensation	Longevity Pymt
County Judge	\$ 103,505	\$ 120,884	\$ 120,884	\$ 135,390	\$ 151,637	\$ 15,000	\$ 0	\$ 0	\$ 150,390	\$ 240
Commissioner Pct. 1	\$ 97,151	\$ 99,782	\$ 99,782	\$ 111,755	\$ 125,166	\$ 15,000	\$ 0	\$ 0	\$ 140,166	\$ 1,835
Commissioner Pct. 2	\$ 97,151	\$ 99,782	\$ 99,782	\$ 111,755	\$ 125,166	\$ 15,000	\$ 0	\$ 0	\$ 114,782	\$ 0
Commissioner Pct. 3	\$ 97,151	\$ 99,782	\$ 99,782	\$ 111,755	\$ 125,166	\$ 15,000	\$ 0	\$ 0	\$ 126,755	\$ 720
Commissioner Pct. 4	\$ 97,151	\$ 99,782	\$ 99,782	\$ 111,755	\$ 125,166	\$ 15,000	\$ 0	\$ 0	\$ 126,755	\$ 240
Constable Pct. 1	\$ 86,720	\$ 92,365	\$ 92,365	\$ 103,449	\$ 115,863	\$ 0	\$ 0	\$ 720	\$ 116,583	\$ 2,040
Constable Pct. 2	\$ 86,720	\$ 92,365	\$ 92,365	\$ 103,449	\$ 115,863	\$ 0	\$ 0	\$ 720	\$ 104,169	\$ 360
Constable Pct. 3	\$ 87,140	\$ 92,365	\$ 92,365	\$ 103,449	\$ 115,863	\$ 0	\$ 540	\$ 720	\$ 93,625	\$ 1,225
Constable Pct. 4	\$ 86,720	\$ 92,365	\$ 92,365	\$ 103,449	\$ 115,863	\$ 0	\$ 0	\$ 720	\$ 116,583	\$ 840
Constable Pct. 5	\$ 86,720	\$ 92,365	\$ 92,365	\$ 103,449	\$ 115,863	\$ 0	\$ 0	\$ 720	\$ 104,169	\$ 570
County Clerk	\$ 94,052	\$ 109,532	\$ 109,532	\$ 122,676	\$ 137,397	\$ 3,064	\$ 0	\$ 0	\$ 125,740	\$ 240
District Clerk	\$ 94,052	\$ 108,274	\$ 108,274	\$ 121,267	\$ 135,819	\$ 3,064	\$ 0	\$ 0	\$ 111,338	\$ 0
Justice of the Peace, Pct. 1-1	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 123,330	\$ 2,290
Justice of the Peace, Pct. 1-2	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 110,866	\$ 375
Justice of the Peace, Pct. 2	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 123,330	\$ 1,440
Justice of the Peace, Pct. 2-2	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 99,737	\$ 0
Justice of the Peace, Pct. 3	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 123,330	\$ 1,440
Justice of the Peace, Pct. 4	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 110,866	\$ 240
Justice of the Peace, Pct. 5	\$ 90,522	\$ 92,737	\$ 92,737	\$ 103,866	\$ 116,330	\$ 7,000	\$ 0	\$ 0	\$ 99,737	\$ 0
Sheriff	\$ 122,902	\$ 141,264	\$ 141,264	\$ 158,216	\$ 177,202	\$ 0	\$ 540	\$ 0	\$ 177,742	\$ 730
Tax Assessor	\$ 103,160	\$ 113,711	\$ 113,711	\$ 127,357	\$ 142,640	\$ 3,306	\$ 540	\$ 0	\$ 117,557	\$ 740
Treasurer	\$ 89,887	\$ 101,752	\$ 101,752	\$ 113,962	\$ 127,638	\$ 3,064	\$ 0	\$ 0	\$ 104,816	\$ 0



Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to adopt the Fiscal Year 2024 Hays County budget after making final changes as a result of the public hearing. **BECERRA/DORSETT**

Summary

A list of final changes to the FY 2024 budget will be provided for Court consideration. Additional items for consideration may be submitted by the Court members or as a result of the public hearing.

Attachments

FY 2024 Budget Certificate



BUDGET CERTIFICATE

BUDGET YEAR October 1, 2023 to September 30, 2024

STATE OF TEXAS COUNTY OF HAYS

WE, Ruben Becerra, County Judge
Elaine H. Cardenas, MBA, PhD., County Clerk
Vickie G. Dorsett, Budget Officer

Of Hays County, Texas, do hereby certify that the attached budget is a true and correct copy of the twelve (12) month fiscal year 2024 Budget of Hays County, Texas, as passed and approved by the Commissioners' Court of Hays County on the 19th day of September, A.D., 2023, as the same appears on file in the office of the Hays County Clerk.

Ruben Becerra, County Judge

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

Vickie G. Dorsett, Budget Officer

Subscribed and sworn to before me the undersigned authority on this _____ day of _____, A.D., 2023.

Janice Jones
Hays County, Texas

My Commission Expires: 01/13/2027



AGENDA ITEM REQUEST FORM: K. 11.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2024 Hays County budget. **BECERRA/DORSETT**

Summary

Adoption of a budget that will raise more revenue from property taxes than in the previous year requires a separate vote of the Commissioners Court to ratify the property tax increase reflected in the budget.

Attachments

FY 2024 Budget Cover Page



**HAYS COUNTY
Fiscal Year 2024
Commissioner's Court Proposed Budget**

The proposed budget will raise more revenue from property taxes than last year's budget by an amount of \$12,771,921 or 12.03% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$7,717,538.



AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2024 and levy the taxes. **BECERRA/DORSETT**

Summary

Attachments

FY 2024 Itemized Tax Rate
FY 2024 Tax Rate Order



ITEMIZED TAX RATE
Hays County - Fiscal Year 2024
Commissioners Court Proposed Budget

PROPERTY VALUATION	Plus O65/DP Freeze Ceiling	FUNDS	TAX RATE	ESTIMATED TAX COLLECTION
38,192,669,734 (1 cent = \$3,761,978 @ 98.5% collection)	10,473,093	General M&O	20.46 ¢	87,443,163
38,192,669,734 (1 cent = \$3,761,978 @ 98.5% collection)	4,243,497	General Debt	8.29 ¢	35,430,295
39,660,504,067 (1 cent = \$3,906,560 @ 98.5% collection)	1,274,527	Road & Bridge M&O	<u>2.00 ¢</u>	<u>9,087,646</u>
		Ad Valorem Tax Rate	<u>30.75 ¢</u>	<u>131,961,104</u>
		ASSESSED TAXES		133,727,143

No New Revenue Tax Rate	25.97 ¢
Recommended Tax Rate	30.75 ¢
Voter Approval Tax Rate	42.61 ¢
De Minimis Tax Rate	29.25 ¢

TAX INCENTIVE PROGRAMS

2,593,794,875 (1 cent = \$259,927 @ 100% collection)	General M&O	20.46 ¢	5,306,904
2,566,248,675 (1 cent = \$259,927 @ 100% collection)	General Debt	8.29 ¢	2,127,420
1,077,384,012 (1 cent = \$107,738 @ 100% collection)	Road & Bridge M&O	<u>2.00 ¢</u>	<u>215,477</u>
	Ad Valorem Tax Rate	<u>30.75 ¢</u>	<u>7,649,801</u>

TOTAL ASSESSED TAXES 141,376,945

ORDER ADOPTING AN AD VALOREM TAX RATE
FOR FISCAL YEAR 2024 FOR HAYS COUNTY

THE STATE OF TEXAS
COUNTY OF HAYS

On this 19th day of September, 2023, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the Fiscal Year 2024 ad valorem tax rate as follows. All figures are in pennies per \$100 taxable property valuation:

General Maintenance & Operations	20.46 cents
General Debt	8.29 cents
Road and Bridge Maintenance & Operations	2.00 cents
<hr/>	
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2023	30.75 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 19th day of September, 2023.

FOR	()	_____
AGAINST	()	RUBEN BECERRA
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	()	_____
AGAINST	()	DEBBIE GONZALES - INGALSBE
ABSTAIN	()	COMMISSIONER, PRECINCT 1

FOR	()	_____
AGAINST	()	MICHELLE COHEN
ABSTAIN	()	COMMISSIONER, PRECINCT 2

FOR	()	_____
AGAINST	()	LON A. SHELL
ABSTAIN	()	COMMISSIONER, PRECINCT 3

FOR	()	_____
AGAINST	()	WALT SMITH
ABSTAIN	()	COMMISSIONER, PRECINCT 4

ATTEST:	_____
	ELAINE H. CARDENAS, MBA, PhD.
	COUNTY CLERK, HAYS COUNTY, TEXAS



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2024 budget. Possible action may follow. **BECERRA/DORSETT**

Summary



AGENDA ITEM REQUEST FORM: **M. 1.**

Hays County Commissioners Court

Date: 09/19/2023

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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

BECERRA

Summary

Additional information will be provided during Executive Session.



AGENDA ITEM REQUEST FORM: **M. 2.**

Hays County Commissioners Court

Date: 09/19/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary

To be provided in Executive Session.
