

**Commissioners Court January 28, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **28th day of January 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Presentation of Hays County Service Awards. BECERRA/MILLER
2	6-7	Adopt a proclamation honoring Walt Krudop for years of service to North Hays County Emergency Services District No. 1. SMITH
3	8-9	Adopt a proclamation recognizing the 2020 U.S. Census Effort. BECERRA/INGALSBE
4	10-11	Presentation from representatives of the Wimberley Village Library regarding a planned expansion and funding methods. SHELL
5	12	Update by Charlie Campise on the January 21, 2020 meeting of the Hill Country Mental Health Developmental Disabilities Board. BECERRA/VILLALOBOS
6	13-14	Presentation by Half Associates, Inc. on Hays County's Road to Resilience. INGALSBE

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.

7	15	Approve payments of County invoices. VILLARREAL-ALONZO
8	16	Approve payments of Juror checks. VILLARREAL-ALONZO
9	17	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
10	18	Approve the payment of the January 31, 2020 payroll disbursements in an amount not to exceed \$3,800,000.00 effective January 31, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
11	19-39	Authorize the County Judge to execute an agreement to participate in the 1033 Defense Logistics Agency. BECERRA/RAVEN
12	40	Approve out of state travel for Kelsey Schilly (Office of Emergency Services) to attend the Tyler Connect Conference on April 26 - 29, 2020 in Orlando, Florida. BECERRA/RAVEN
13	41	Authorize On-Site Sewage Facility Permit for the Fitzhugh Town Center located at 15210 Fitzhugh Road, Austin, Texas 78736. SMITH/STRICKLAND
14	42	Authorize On-Site Sewage Facility Permit for a new veterinary clinic located at 31300 Ranch Road 12, Dripping Springs, Texas 78620. SMITH/STRICKLAND
15	43	Accept the resignation of Nahum Melendez and approve the appointment of Javier Maldonado to act as the Chaplain for Hays County Commissioners Court, effective immediately. BECERRA
16	44	Approve out of state travel for Detective Nelson Wray to attend the Digital Evidence Investigations Course on March 9-13, 2020 in Hoover, Alabama to be funded by the National Computer Forensics Institute. INGALSBE/CUTLER
17	45	Approve out of state travel for Detective Nelson Wray to attend the Network Intrusion Response Program on April 20-May 8, 2020 in Hoover, Alabama funded by the United States Secret Service. INGALSBE/CUTLER
18	46-97	Authorize the submission of the Emergency Management Performance Grant (EMPG) renewal application to the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM) program for up to \$158,932.70. BECERRA/T. CRUMLEY

19	98-128	Approve the Treasurer's and Investment Reports for the last 2 Quarters of FY 2019. BECERRA/RICHEY
20	129-133	Authorize the submission of a Non-Revenue Agreement to the Central Texas Regional Mobility Authority and the Cameron County Regional Mobility Authority to update and/or establish non-revenue accounts for law enforcement vehicles. INGALSBE/T.CRUMLEY

ACTION ITEMS

ROADS

21	134	Discussion and possible action to consider the release of the maintenance bond #0575587 in the amount of \$60,000.00, release of the re-vegetation bond #HSIFSU0724193 in the amount of \$22,500.00, and the acceptance of roads into the county road maintenance system for Great Hills subdivision, Section 6. JONES/BORCHERDING
22	135-137	Discussion and possible action to authorize the County Judge to execute Supplemental No. 4 to a Professional Services Agreement (PSA) with Johnson, Mirmiran & Thompson Inc. (JMT) for the FM 110 Middle project as part of the Hays County/TxDOT Partnership Program. INGALSBE/BORCHERDING
23	138-141	SUB-1205; La Cima Phase 1, Section 2 (108 Lots). Discussion and possible action to accept Amendment No. 002 to Letter of Credit No. 5308 for street and drainage improvements for La Cima Phase 1, Section 2. SHELL/BORCHERDING
24	142-153	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$843,062.00 for Headwaters at Barton Creek, Phase 4, Section 5 (Bond # PB03010406555). SMITH/BORCHERDING
25	154-166	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$1,175,523.65 for Headwaters at Barton Creek, Phase 4, Section 6 (Bond # PB03010406556). SMITH/BORCHERDING
26	167-173	Discussion and possible action to accept Letter of Credit No. 1028 for street and drainage improvements for 6 Creeks Phase 1 Section 2 in the amount of \$266,128.00. SMITH/BORCHERDING

MISCELLANEOUS

27	174-188	Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the 2020 Hays County Feral Hog Program. JONES/T.CRUMLEY
28	189	Discussion regarding the formation of a new Parks and Open Space Advisory Board (POSAB) and the appointment of members to the Board. SHELL/INGALSBE
29	190	Discussion and possible action to accept the resignation of Ray Whisenant and the appointment of Walt Smith to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"). SHELL
30	191	Discussion and possible action to award contracts for IFB 2020-B04 Concrete to Lauren Concrete, Inc. and Brauntex Materials, Inc. BECERRA/BORCHERDING
31	192-195	Discussion and possible action to authorize the execution of a Memorandum of Understanding between the Hays County Veteran Service Office and the Austin Vet Center to provide Counseling services to Veterans at the Hays County Courthouse. INGALSBE/PRATHER
32	196-201	Discussion and possible action to approve award of RFP 2020-P02 Countywide Janitorial Services to PBS of Texas and authorize the County Judge to execute a contract. BECERRA/T.CRUMLEY
33	202-204	Discussion and possible action to commit funding as part of the "Core 4" Partnership related to a Youth Services Director position for implementation of a Youth Master Plan. INGALSBE/SHELL
34	205-217	Discussion and possible action to authorize the County Judge to execute a Consulting Services Agreement between Hays County and Water PR, LLC, related to the identification of parks and open space projects for Hays County; and to authorize an exemption pursuant to Texas Local Government Code Sec.262.024(a)(4). SHELL/INGALSBE

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

35	218	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open court. BECERRA
36	219	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. BECERRA

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.

37	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN
38	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
39	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
40	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. BECERRA
41	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 24th day of January, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation of Hays County Service Awards.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Miller

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Presentation of Hays County Service Awards

JANUARY 2020 SERVICE AWARDS

Name	Department	Years
5 YEARS		
GUERRERO, RAPHAEL	District Attorney's Office	5
CARRILLO, ALVARO	Transportation	5
WILLIAMS, CHARLES Jr.	Constable Pct 4 Office	5
BAIRD, JOSEPH	Sheriff's Office	5
CRUMB, CHRISTOPHER	Sheriff's Office	5
PRADO, LUCIO	Sheriff's Office	5
ZEDIKER, ERIC	Sheriff's Office	5
10 YEARS		
MARSHALL, DAVID	Sheriff's Office	10
MANCIAS, JESSE	Juvenile Detention Center	10
20 YEARS		
DUGGINS, DANIEL	Sheriff's Office	20
HINOJOSA, MERCEDES	Human Resources	20
25 YEARS		
ROBISON, JACK	District Courts	25
30 YEARS		
RICHEY, BRITNEY	Treasurer's Office	30

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation honoring Walt Krudop for years of service to North Hays County Emergency Services District No. 1.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

See attached proclamation.



**PROCLAMATION HONORING WALT KRUDOP
FOR HIS YEARS OF SERVICE TO
NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

STATE OF TEXAS §
 §
COUNTY OF HAYS § #

WHEREAS, Walt Krudop was appointed by Hays County Commissioners Court on January 14, 2014 to North Hays County Emergency Services District No. 1; and

WHEREAS, Walt Krudop has served North Hays County Emergency Services District No.1 as its Treasurer, Vice-President, and President; and

WHEREAS, Walt Krudop, has served the people of Hays County faithfully and well in the performance of his duties and should be commended for his exemplary public service;

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Hays County does hereby recognize the public service of Walt Krudop and expresses gratitude and sincere appreciation for his years of service; and

BE IT FURTHER RESOLVED that this Proclamation be presented to Walt Krudop with our sincere thanks.

ADOPTED THIS THE 28TH DAY OF JANUARY 2020

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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AGENDA ITEM

Adopt a proclamation recognizing the 2020 U.S. Census Effort.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

COLLINS

SPONSOR

BECERRA

CO-SPONSOR

INGALSBE

SUMMARY

The Hays County Complete Count Committee is well underway and would like to bring attention to the court and the residents of Hays County the history, process and goals of the U.S. Census and ask that they support the Effort to Stand Up and be Counted.



**PROCLAMATION
RECOGNIZING THE 2020 U.S. CENSUS EFFORT**

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

WHEREAS, the U.S. Constitution since 1790 requires a census of population and housing to be taken every 10 years currently incorporating all 50 states, the District of Columbia, Puerto Rico, and the Island Areas; and

WHEREAS, federal agencies use the results to distribute more than \$675 billion in federal funds each year; and

WHEREAS, the law requires the Census Bureau to keep collected information confidential for 72 years and use the responses only to produce statistics and will never share the information with immigration enforcement agencies, law enforcement agencies, or allow it to be used to determine eligibility or government benefits; and

WHEREAS, Complete Count Committees have played a major role in raising awareness of the census among all groups and populations since 1980; and

WHEREAS, the Hays County Judge formed the Hays County Complete Count Committee with leaders of the business community, school districts, faith-based communities, and community-based organizations to ensure that every person in every household in all of Hays County, regardless of citizenship, is accounted for in the 2020 Census; and

WHEREAS, Hays County has budgeted \$50,000 to support the Census effort and United Way has generously awarded the Hays County Complete Count Committee with an additional \$8,000; and

WHEREAS, the U.S. Census Bureau has designated April 1 as Census Day and will give residents the opportunity to participate via internet, mail, or phone beginning March 12 and has set up a free hotline using 2-1-1 to assist anyone with Census questions;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court encourages all residents to **STAND UP AND BE COUNTED** in the 2020 U.S. Census and hereby proclaims January 28, 2020 as the official kick-off of the

2020 U.S CENSUS EFFORT

ADOPTED THIS THE 28TH DAY OF JANUARY 2020

**Ruben Becerra
Hays County Judge**

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

**Mark Jones
Commissioner, Pct. 2**

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

**Walt Smith
Commissioner, Pct. 4**

ATTEST:

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation from representatives of the Wimberley Village Library regarding a planned expansion and funding methods.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

See attached information on the Library, additional information will be provided in Court.

Library History

The "Village Library" began as a small collection of donated books housed in the Chapel in the Hills in 1976. The Johnson family donated land for construction of the library on its present site in 1978.

From 1978 to 2000 the library operated as a charitable institution relying on yearly fundraising events and the generosity of Wimberley residents. To insure continuing and reliable funding for the library, in 2000 voters of the community approved creation of a special district empowered to receive one half of one percent in sales tax revenue in the district. The Library District boundaries are the same as those of the Wimberley Independent School District.

The library building has been enlarged four times. In 1984, the children's room was doubled in size; in 1996, a computer lab for the public was created, and in 2000 a 4,000 square foot addition was constructed.

In 2007 Carolyn Manning became the fifth library director and in 2008 the library was again expanded. This expansion added over 1,400 square feet and was financed by a ten-year loan of \$254,739 from Government Capital Corporation at a rate of 3.90%. With conservative budgeting and careful control of expenses the District was able to pay off this loan in 2014.

By 2016 population growth in the western half of Hays County and the success of library staff in creating educational and cultural programs valued by our patrons had created a need for yet another expansion. The 2.54-acre tract immediately west of the library was *bought from the Johnson family* and the process of planning an addition began. A master concept plan was provided by the firm MarmonMok of San Antonio, which will provide 4,220 square feet of space for the children's and teen collections and activity areas, and new public use space; the areas to be vacated by those activities in the current building will be reconfigured for other uses. The current cost estimate for new construction is \$1.2 million; for renovation of existing space \$520,000, for a total of \$1.72 million.

The Wimberley Village Library is accredited by the Texas State Library & Archives Commission and is a member of the Central Texas Library system.

August 21, 2019

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update by Charlie Campise on the January 21, 2020 meeting of the Hill Country Mental Health Developmental Disabilities Board

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

VILLALOBOS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Charlie Campise, Hays County representative on the Hill Country Mental Health Developmental Disabilities Board, will give an update on the mental health developmental disabilities meeting held on January 21, 2020.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation by Halff Associates, Inc. on Hays County's Road to Resilience.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Commissioner Ingalsbe

SPONSOR

INGALSBE

CO-SPONSOR

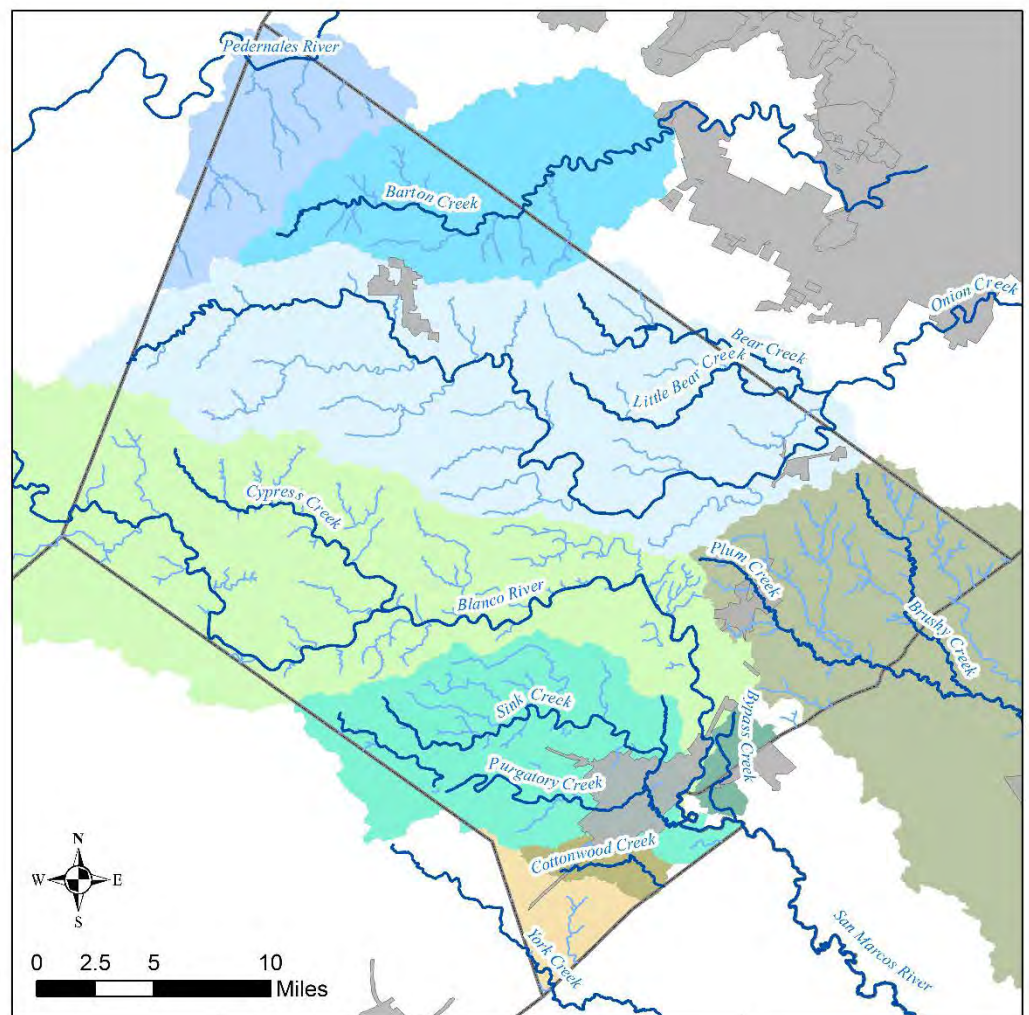
N/A

SUMMARY

This presentation will discuss multiple projects Hays County has implemented to improve flood awareness and reduce risk.

Many communities along Texas' Flash Flood Alley are uniquely prone to heavy rainfall and devastating flooding. Similar to other fast-growing communities, Hays County cannot afford the necessary infrastructure to address all flood mitigation needs. Therefore, achieving flood resilience in Hays County includes a combination of strategies. Over the past 10 years, Hays County has advanced many of these resilience strategies to reduce flood risk.

- **Updated Modeling and Mapping:** studied over 700 stream miles throughout the County, as well as, dam breach analysis for 5 dams in the Upper San Marcos watershed.
- **Risk Ranking of Stream Crossings:** developed risk ranking for stream crossings based on the annual probability of roadway overtopping multiplied by average daily traffic.
- **Roadway Bond Program:** developed a roadway bond program to improve high risk stream crossings based on risk ranking results.
- **Updated Hazard Mitigation Plan:** updated Hazard Mitigation Plan in 2017 to outline actions that reduce or eliminate risk to people and property including eligibility for grant funding.
- **Actively Seeking Mitigation Funding:** seeking funding through the General Land Office and FEMA grant programs to implement flood mitigation projects within the county.
- **Flood Monitoring System:** developed a Flood Monitoring System including: installation of gages; alerting systems; flood gates; and creation of monitoring web maps and tools.
- **Drainage Criteria Manual and Updated Floodplain Regulations:** establishing defined criteria, higher standards for development, and incentives for safe redevelopment are vital elements toward resilience.
- **FEMA's Community Rating System Participation:** applied for FEMA's Community Rating System, an incentive program that encourages higher floodplain management activities that may result in discounted insurance premiums for policy holders.



Map Key

- Major Streams
- Minor Streams
- City Boundary
- Hays County

Colorado River Basin Watersheds

- Barton Creek
- Onion Creek
- Pedernales River

Guadalupe/Blanco River Basin Watersheds

- Blanco River
- Bypass Creek
- Cottonwood Creek
- Plum Creek
- Upper San Marcos River
- York Creek

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the January 31, 2020 payroll disbursements in an amount not to exceed \$3,800,000.00 effective January 31, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 28, 2020	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the January end of month payroll disbursements not to exceed \$3,800,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorization the County Judge to execute an agreement to participate in the 1033 Defense Logistics Agency.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Scott Raven

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

This will allow the Fire Marshal's Office to obtain federal surplus property from the Department of Defense



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

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

* Indicates Required Fields

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

SECTION 1:

*Originating Agency Identifier (ORI) Number (If applicable) TX1050900
*Agency Name: Hays County Fire Marshal
*Agency Physical Address: 2171 Yarrington, Suite 300 *City: Kyle
*NCIC P.O. Box or address (if different than above i.e. Terminal Location):
*Phone #: 512-393-7355 Fax #:
*State: TX *Zip Code: 78640 *Email: scott.raven@co.hays.tx.us Note: Email is needed for automated system notifications.

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

*Full-time: 1 *Part-time: 3

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener.

#1	Fire Marshal	John	Raven
	*Official Title / Rank	*First Name	*Last Name
	scott.raven@co.hays.tx.us	512-393-7355	Aircraft/Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Deputy Fire Marshal	Gib	Watt
	*Official Title / Rank	*First Name	*Last Name
	gib.watt@co.hays.tx.us	512-393-7355	Aircraft/Small Arms/Vehicle
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

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

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

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one):

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

☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

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

Fire Marshal

*TITLE

John Raven

*PRINTED NAME: FIRST & LAST



*SIGNATURE

scott.raven@co.hays.tx.us

*EMAIL

11/04/2019

*DATE

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

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

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

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

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

*LESO Authorized Signatory:

*SIGNATURE

*Screener letter is valid one year from this date:

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

**STATE PLAN OF
OPERATION BETWEEN THE
STATE OF TEXAS**

AND THE Hays County Fire Marshal

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the Hays County Fire Marshal, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) Hays County Fire Marshal agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Hays County Fire Marshal understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
 - 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
 - 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (*LEA name*) Hays County Fire Marshal will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
 - 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL "A" and "Q6" items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
 - a) "Items," defined in the EAR 15 C.F.R. Pt. 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
 - 1) The LEA will submit an updated Application Packet to the State Coordinator's office no later than September 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
 - 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator's office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
 - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator's office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on October 1 of each year and end November 30 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by November 30 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
- ii. The LESO requires serial number photos for each small arm received through the Program.
- c) LEAs that fail to submit the certified annual inventory by November 30 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory will:

- 1) Support the LESO PCR processby:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.

- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
- 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
- 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven days.
- 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State Will:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
 - 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
 - c) MRAPs/Armored Vehicles: two vehicles per LEA;
 - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
 - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) **Restricted Status:** A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Kellsey Schilly (Office of Emergency Services) to attend the Tyler Connect Conference on April 26 - 29, 2020 in Orlando, Florida.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 28, 2020	\$2,700

LINE ITEM NUMBER

001-656-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Scott Raven	BECERRA	N/A

SUMMARY

Requesting approval for Kellsey Schilly to attend the Tyler New World Systems in Orlando, Florida on April 26 - 29, 2020. This conference provides information on Tyler products (new CAD) to help better utilize the system, overcome challenges, streamline operations and enhance delivery.

Estimated cost of the trip is \$2,700. The cost may be more depending if costs have increased at the time of booking. The cost of the conference will be covered utilizing existing budgeted funds in the OES operating budget.

Registration - \$975 (before Feb. 10th)

Estimated airfare - \$370

Estimated transportation - \$50

Estimated hotel - \$1,000 (3 nights)

Estimated per diem - \$107 (lunch is included with conference fee)

<https://www.tylertech.com/tylerconnect/index.html>

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for the Fitzhugh Town Center located at 15210 Fitzhugh Road, Austin, Texas 78736.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Dubb Smith of the Fitzhugh Business Center LTD is proposing an OSSF to serve three existing residences and 26 new office/warehouse buildings. This system will accommodate 3 living units and up to 152 employees and customers per day. This 9.76 acre tract of land is Lot 1 of the Twelve Oaks Ranch subdivision. Individual buildings will be served by rainwater collection for a potable water supply. Existing buildings will be served by a private well. The system designer, Greg Nesbitt, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 2000 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a new veterinary clinic located at 31300 Ranch Road 12, Dripping Springs, Texas 78620.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Caitlyn Strickland, Director of Development Services

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Dr. Scott Schroeder is proposing an OSSF to serve his new small animal veterinary clinic located at 31300 Ranch Road 12. This system will accommodate up to 15 customers and up to 30 small animals per day. This 6.22 acre tract of land is Lot 2-A of the Johnson Park subdivision and will be served by a private well. The system designer, Jim Conner, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 300 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the resignation of Nahum Melendez and approve the appointment of Javier Maldonado to act as the Chaplain for Hays County Commissioners Court, effective immediately.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Nahum has served as the Chaplain to the Hays County Commissioners Court since on or about July of 2017. He is resigning from his duties.

Javier Maldonado is presently Chaplain for the Central Texas Medical Center (CTMC) Hospice Care Team. He has agreed to take on the role of Chaplain for the Commissioners Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Detective Nelson Wray to attend the Digital Evidence Investigations Course on March 9-13, 2020 in Hoover, Alabama to be funded by the National Computer Forensics Institute.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 28, 2020	\$0

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Detective Nelson Wray to attend the Digital Evidence Investigations Course on March 9-13, 2020 in Hoover, Alabama.

This five day training course will provide Detective Wray, and other first responders, with a working knowledge in the identification and analysis of digital evidence obtained from computers, and other electronic devices, including cellphones, GPS units, and tablets. This course will give Detective Wray hands on training with forensic analysis tools, legal issues, and report generation techniques.

All fees (registration, hotel, and per diem) with the exception of fuel will be funded by the National Computer Forensics Institute.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel for Detective Nelson Wray to attend the Network Intrusion Response Program on April 20-May 8, 2020 in Hoover, Alabama funded by the United States Secret Service.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 28, 2020	\$0

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Detective Nelson Wray to attend the Network Intrusion Response Program on April 20-May 8, 2020 in Hoover, Alabama.
The Network Intrusion Response Program is a three week intermediate course designed to train investigators on effective methods in the identification, and collection of volatile data, in response to network based crime. Detective Wray will be issued equipment to respond to network intrusions, at no cost to the Sheriff's Office.
All fees (registration, hotel and per diem) with the exception of fuel will be funded by the US Secret Service.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of the Emergency Management Performance Grant (EMPG) renewal application to the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM) program for up to \$158,932.70.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

TAMMY CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Emergency Management Performance Grant (EMPG) program is a federally funded program to assist states and local governments with all hazards emergency preparedness. The EMPG program has funded a portion of the salary and benefits for the Hays County Emergency Services staff. This is a reimbursable grant with a grant term of October 1, 2019 through September 30, 2020

FISCAL YEAR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): Hays County			
2. COUNTY: Hays		3. DISASTER DISTRICT: 21	
4. EMPG STATUS: <input type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant			
5. PROGRAM PARTICIPANTS: <i>(List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.)</i> Buda, Kyle, Mountain City, Umland, Niederwald, Woodcreek, Wimberely, Hays City, Dripping Springs, Driftwood, Village of Bear Creek,			
6. CHECKLIST OF APPLICATION ATTACHMENTS: <i>(See the FY 2020 Emergency Management Performance Grant (EMPG) Guide for information on completing these forms.)</i> <input checked="" type="checkbox"/> Designation of Grant Officials (TDEM-17B) <input checked="" type="checkbox"/> Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC <input checked="" type="checkbox"/> EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form <input checked="" type="checkbox"/> Application for Federal Assistance (TDEM-67) -The Authorized Official shall sign this form <input checked="" type="checkbox"/> EMPG Staff Job Description (TDEM-68) - A current job description is required for each staff member listed in the FY 2020 EMPG Staffing Pattern (TDEM-66) <input checked="" type="checkbox"/> FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official Attached: <input checked="" type="checkbox"/> FEMA Form 20-16A, Assurances – Non-Construction Programs <input checked="" type="checkbox"/> FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements <input type="checkbox"/> FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official required only if the applicant performs lobbying to influence federal actions <input checked="" type="checkbox"/> Direct Deposit Authorization (form 74-146) or Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form <input checked="" type="checkbox"/> Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form			
7. CERTIFICATION: <i>This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.</i>			
_____ Authorized Official	1/7/2020 Date	_____ Emergency Management Coordinator	1/28/2020 Date
Ruben Becerra _____ Printed Name		Alex Villalobos _____ Printed Name:	

TDEM-17
10/19

Email address: TDEM.EMPG@tdem.texas.gov

Page 1 of 1

Completed forms and application materials can be sent by email or mail to:

Physical Address: Texas Division of Emergency Management
1033 La Posada Blvd. Suite 300
Austin, Texas 78752

**FISCAL YEAR 2020
DESIGNATION OF EMPG GRANT OFFICIALS**

APPLICANT NAME (JURISDICTION): Hays County

EMERGENCY MANAGEMENT COORDINATOR*		
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Alex Villalobos *If newly appointed, attach form TDEM-147	
Official Mailing Address Please include ZIP + 4	111 E. San Antonio St, Ste. 300 San Marcos, TX 78666-5534	
Daytime Phone Number	(512) 393-2205	Alternate Number ()
Fax Number	()	
E-mail Address	alex.villalobos@co.hays.tx.us	

POINT OF CONTACT (RESPONSIBLE FOR APPLICATION)		
NAME	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Lindsay McClune	
Title	Grant Writer	
Official Mailing Address Please include ZIP + 4	712 S. Stagecoach Trail Ste. 1045 San Marcos, TX 78666	
Daytime Phone Number	(512) 393-2209	Alternate Number ()
Fax Number	()	
E-mail Address	lindsay.mcclune@co.hays.tx.us	

GRANT FINANCIAL OFFICER (CANNOT BE THE SAME AS EMC)		
NAME	<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Ms. Vickie Dorsett	
Title	County Auditor	
Official Mailing Address Please include ZIP + 4	712 S. Stagecoach Trail Ste. 1071 San Marcos, TX 78666-6247	
Daytime Phone Number	(512) 393-2275	
Fax Number	()	
E-mail Address	vickie.dorsett@co.hays.tx.us	

AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)		
NAME	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. Ruben Becerra	
Title	County Judge	
Official Mailing Address Please include ZIP + 4	111 E. San Antonio St, Ste. 300 San Marcos, TX 78666-5534	
Daytime Phone Number	(512) 393-2205	
Fax Number	()	
E-mail Address	judge.becerra@co.hays.tx.us	

FISCAL YEAR 2020 EMPG STATEMENT OF WORK & CUMULATIVE PROGRESS REPORT

Applicant Name (Jurisdiction): Hays County

Jurisdiction DUN/SAM # 09-7494884 Congressional District # 21

SAM Status Active Jurisdiction Population 222,631

TDEM - 147 Submitted ☒ 2018 census data available at:
[Please use the US Census Bureau website](#)

KEY DOCUMENT SUBMISSIONS AND APPROVALS				
Document	Submitter	Date	TDEM Reviewer	Date
Statement of Work	Alex Villalobos, EMC			
Progress Report #1				
Progress Report #2				

TASK 1—WORK PLAN & SEMIANNUAL PROGRESS REPORT	
<input checked="" type="checkbox"/> Work Plan	Jurisdiction will submit an EMPG Application, two Progress Reports, and four Quarterly Financial Reports
<input type="checkbox"/> Progress Report #1	<input type="checkbox"/> Progress Report #1 is being submitted to TDEM <input type="checkbox"/> First Financial Report has been submitted to TDEM
<input type="checkbox"/> Progress Report #2	<input type="checkbox"/> Progress Report #2 is being submitted to the TDEM <input type="checkbox"/> Second & Third Quarter Financial Reports have been submitted to TDEM <input type="checkbox"/> Fourth Quarter Financial Report has been submitted to TDEM

TASK 2—LEGAL AUTHORITIES FOR EMERGENCY MANAGEMENT PROGRAM	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Jurisdiction will maintain current legal documents establishing emergency management program <input checked="" type="checkbox"/> Legal documents are current & on file with TDEM; no additional action is required. <input type="checkbox"/> Jurisdiction will prepare & submit to TDEM Preparedness Section: <div style="margin-left: 40px;"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: </div>
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required <input type="checkbox"/> Jurisdiction completed & submitted to TDEM Preparedness Section: <div style="margin-left: 40px;"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: </div>
<input type="checkbox"/> Progress Report #2 April 1- September 30	<input type="checkbox"/> Legal documents are current & on file with TDEM, no additional action is required. <input type="checkbox"/> Jurisdiction completed & submitted to TDEM Preparedness Section: <div style="margin-left: 40px;"> <input type="checkbox"/> Commissioner's Court Order # <input type="checkbox"/> City Ordinance(s) for: <input type="checkbox"/> Updated Joint Resolution dated: <input type="checkbox"/> NIMS Adoption dated: </div>

TASK 3—PUBLIC EDUCATION/INFORMATION	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Jurisdiction will conduct hazard awareness activities for local citizens. Hazard Awareness in schools; CERT Class
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities:
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Jurisdiction completed the following hazard awareness and/or public education/information activities:

TASK 4—EMERGENCY MANAGEMENT PLANNING DOCUMENTS	
<input checked="" type="checkbox"/> Work Plan	<input checked="" type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input checked="" type="checkbox"/> Jurisdiction will develop, update, or change these planning documents: <input checked="" type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input checked="" type="checkbox"/> E <input type="checkbox"/> F <input checked="" type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input checked="" type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> <input type="checkbox"/> Other documents: NOTE: All Plans and Annexes must be NIMS compliant.
<input type="checkbox"/> Progress Report #1 October 1 – March 31	<input type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress necessary this reporting period.
<input type="checkbox"/> Progress Report #2 April 1 – September 30	<input type="checkbox"/> Jurisdiction reviewed emergency management plan & annexes for currency and NIMS compliance <input type="checkbox"/> Emergency management plan and all annexes are current and NIMS compliant <input type="checkbox"/> Jurisdiction updated by revision or change the following planning documents: <input type="checkbox"/> Basic Plan Annexes: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input checked="" type="checkbox"/> <input type="checkbox"/> Other documents: <input type="checkbox"/> No Task 4 progress necessary this reporting period.

TASK 5—IPPW NOTIFICATION AND EXERCISE PLAN															
<input checked="" type="checkbox"/> Work Plan <input checked="" type="checkbox"/> IPPW Date Submitted:	Integrated Preparedness Planning Workshop (IPPW) Conduct an annual Integrated Preparedness Planning Workshop (IPPW) (formerly known as the Training and Exercise Planning Workshop) with the whole community to develop a 3-year Integrated Preparedness Plan (IPP). See detail in the Amplifying Information section. Update the plan on an annual basis and submit no later than 60 days from conduct. In a given year, conduct and evaluate as many or as few exercises, both discussion-based and operations-based to address any three (3) Core Capabilities within the nationally designated priority areas: Reference page 24 of the EMPG Local Guide for Exercise Requirements														
REQUIRED EXERCISE SCHEDULE															
Performance Period	Exercise Type	Exercise Date & Name (List All)	Quarter of Year												
Fiscal Year 2020 (October 1, 2019 - September 30, 2020)	Discussion Based	2020 CyberSecurity Texas Seminar 10/15/19 Recovery Housing Seminar 2/5/2020 Regional Full Scale Exercise	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4												
	Operational Based		<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4												
	Exercise 3		<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4												
	Exercise 4		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4												
	Exercise 5		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4												
Our last Full-Scale exercise was conducted on (date):															
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> IPPW Date Submitted:	Conducted the following exercises and provided documentation to TDEM: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Exercise Type</th> <th style="width: 55%;">Exercise Name and Date</th> <th style="width: 30%;">EMPG Funded</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black; padding: 2px;">Exercise 1</td> <td></td> <td style="border: 1px solid black; padding: 2px;">Exercise 1</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Exercise 2</td> <td></td> <td style="border: 1px solid black; padding: 2px;">Exercise 2</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Exercise 3</td> <td></td> <td style="border: 1px solid black; padding: 2px;">Exercise 3</td> </tr> </tbody> </table> <div style="margin-top: 5px;"> <input type="checkbox"/> No exercise completed and did not request credit for a real world event <input type="checkbox"/> Exercise approved confirmation documentation attached </div>			Exercise Type	Exercise Name and Date	EMPG Funded	Exercise 1		Exercise 1	Exercise 2		Exercise 2	Exercise 3		Exercise 3
Exercise Type	Exercise Name and Date	EMPG Funded													
Exercise 1		Exercise 1													
Exercise 2		Exercise 2													
Exercise 3		Exercise 3													
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Exercise Type	Exercise Name and Date	EMPG Funded													
Exercise 1	+	Exercise 1													
Exercise 2		Exercise 2													
Exercise 3		Exercise 3													

TASK 6—TRAINING FOR EMERGENCY MANAGEMENT PERSONNEL		
<input checked="" type="checkbox"/> Work Plan	All EMPG funded emergency management personnel and the local elected official or their designee will participate in the following training during FY 20:	
	Position & Name	Course Name or Number
	Justin McInnis, Assistant EMC/Director OES Recovery Housing Seminar IS-27 Orientation to FEMA Logistics IS-139 Exercise Design & Development Alex Villalobos, EMC Recovery Housing Seminar IS-27 Orientation to FEMA Logistics IS-139 Exercise Design & Development	
<input type="checkbox"/> Progress Report #1 October 1 – March 31 <input type="checkbox"/> No progress necessary this reporting period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number Date Completed
<input type="checkbox"/> Progress Report #2 April 1 – September 30 <input type="checkbox"/> No progress necessary this reporting period.	Emergency management personnel completed the following training <i>and documentation is attached</i> :	
	Position & Name	Course Name or Number Date Completed

TASK 7—EMERGENCY MANAGEMENT TRAINING FOR OTHER PERSONNEL																																																
<input type="checkbox"/> Work Plan		Jurisdiction will conduct or arrange emergency management related training for elected officials, other local officials, & support agencies.																																														
<input type="checkbox"/> Progress Report #1 October 1 – March 31		The following formal training courses were taught or contracted: <table border="1"> <thead> <tr> <th>Date</th> <th>Course Title</th> <th>Description of Attendees</th> <th># Trained</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Date	Course Title	Description of Attendees	# Trained																																								
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Date	Course Title	Description of Attendees	# Trained																																													
<input type="checkbox"/> No progress necessary this reporting period																																																

TASK 8—EMERGENCY MANAGEMENT ORGANIZATIONAL DEVELOPMENT	
<input checked="" type="checkbox"/> Work Plan	<p>Jurisdiction will demonstrate the ability to process and submit a STAR request AND access the National Weather Service information:</p> <p>NEW: TASK 8 requirement: Your jurisdiction must demonstrate the ability to process and submit a STAR request and show proof of access to the National Weather Service information within your jurisdiction.</p>
<input type="checkbox"/> Progress Report #1 October 1- March 31 <input type="checkbox"/> No progress necessary this reporting period	<p>Jurisdiction can demonstrate TASK 8 requirements by:</p> <p>STAR process within Disaster City is as follows.... (explanation here, or EOC process guide that includes processing STAR requests, etc, and National Weather Service information your jurisdiction is partaking in.</p>
<input type="checkbox"/> Progress Report #2 April 1 - September 30 <input type="checkbox"/> No progress necessary this reporting period	<p>Jurisdiction can demonstrate TASK 8 requirements by :</p>

REMARKS
(Use an Additional Sheet if Necessary)

JURISIDICITION NAME: Hays County

Work Plan

Thomas Browder, Special Operations Coordinator
Recovery Housing Seminar
IS-27 Orientation to FEMA Logistics
IS-139 Exercise Design & Development

Carey Morgan, Emergency Planner
Recovery Housing Seminar
IS-27 Orientation to FEMA Logistics
IS-139 Exercise Design & Development

Laurie Taylor, Admin III
Recovery Housing Seminar
IS-27 Orientation to FEMA Logistics
IS-139 Exercise Design & Development

**FISCAL YEAR 2020
EMPG STAFFING PATTERN**

1. APPLICANT NAME (as is appears on EMPG application)				2. COUNTY		
Hays County				Hays		
3. FULL-TIME EMPLOYEES <i>(including those who work all or only a portion of their time in emergency management duties)</i>	4. Gross Annual Salary	5. Gross Annual Benefits	6. Gross Salary & Benefits (4+5)	7. % Work in EM Duties	8. Salary & Benefits for EM (6x7)	9. Est EM Travel Costs
Name: Alex Villalobos	63,619.92	25,154.38	88,774.30	50%	44,387.15	
Position: Emergency Management Coordinator						
Name: Justin McInnis	82,694.40	29,158.11	111,852.51	100%	111,852.51	
Position: Assistant Emergency Management Coordinator						
Name: Thomas Browder	47,671.44	21,806.80	69,478.24	100%	69,478.24	
Position: Special Operations Coordinator						
Name: Carey Morgan	35,016.96	19,150.62	54,167.58	100%	54,167.58	
Position: Emergency Planner						
Name: Laurie Taylor	35,090.88	19,166.14	54,257.02	70%	37,979.91	
Position: Admin. Assistant III						
Name:			0.00		0.00	
Position:						
Name:			0.00		0.00	
Position:						
A. SUBTOTAL:					317,865.39	0.00

10. PART-TIME EMPLOYEES	11. % of Full Time	12. Gross Annual Salary	13. Gross Annual Benefits	14. Gross Salary & Benefits (12+13)	15. % Work in EM Duties	16. Salary & Benefits for EM (14x15)	17. Est EM Travel Costs
Name:				0.00		0.00	
Position:							
Name:				0.00		0.00	
Position:							
Name:				0.00		0.00	
Position:							
Name:				0.00		0.00	
Position:							

Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
Name:							
Position:				0.00		0.00	
B. SUBTOTAL:						0.00	0.00
						18.	19.
						TOTAL: 317,865.39	0.00

CERTIFICATION: <i>I certify that no individual listed above holds an elected office.</i>	
Signature of Authorized Official:	
Printed name of Authorized Official: Ruben Becerra	
Date Signed: January 28, 2020	

FISCAL YEAR 2020 APPLICATION FOR FEDERAL ASSISTANCE

(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: <p style="text-align: center;">97.042</p>	2. APPLICANT STATUS: New Applicant <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
3. FEDERAL FISCAL YEAR: FY 2020	4. START DATE: OCTOBER 1, 2019	5. END DATE: SEPTEMBER 30, 2020

APPLICANT INFORMATION	
a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): Hays County	b. Name & Telephone Number(s) of Emergency Management Coordinator: Alex Villalobos
c. Mailing Address: 111 E. San Antonio St. Ste. 300 San Marcos, TX 78666 Employer Identification Number/Tax ID# 7460002241	d. Physical Address (if different from Mailing Address): 111 E. San Antonio St. Ste. 300 San Marcos, TX 78666

EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds)						
e. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties						
	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100	1	70	1	50
2) Part Time						
Total Number of EMPG-Funded Personnel:						

ESTIMATED EXPENSES	
f. Salary & Benefits (from line 18, form TDEM-66)	\$317,865.39
g. Travel Expenses (from line 19 form TDEM-66)	\$ 0.00
h. Other Expenses (from section on reverse)	\$ 0.00
i. Total Expenses (F + G + H)	\$ 317,865.39
j. Federal Share (I x .50)	\$ 158,932.70

Note: If you cannot meet the cash match requirement, check the box below and attach a match proposal as specified in Section 2 of the *Local Emergency Management Performance Grant Guide*. TDEM must review and approve any exceptions made to the cash match requirement at the time of application. ☐ Cash Match Exception Requested

CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
k. Typed Name of Authorized Official:	Ruben Becerra
l. Title of Authorized Official:	County Judge
m. Original Signature of Authorized Official:	
n. Date Signed:	1/28/2020

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item E: indicate both the number of full-time and part-time employees who work specific percentages of time in emergency management duties. Example 1: 1- staff @ 100 percent, 2- staff @ 50 percent. Example 2: indicate the number of part-time employees. Include only staff members whose salary and benefits are supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66). Item K, L, & M: This form must be signed by the Authorized Official indicated on the TDEM 17B. Authorized Officials are County Judges, Mayors, and City Managers- NOT Emergency Management Coordinators.

OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribe Governments. Salaries and expenses for elected officials are not allowable under the EMPG grant. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list#>

Please reference the appropriate Authorized Equipment List (AEL) for expenses listed below:

AEL Code	Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	Estimated Amount
		\$ 0.00
		\$ 0.00
	Total	\$ 0.00

HAYS COUNTY JOB DESCRIPTION

Job Code: 0982
Grade: 119
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared By: Human Resources
Date Prepared: February 2005
Date Revised: 03/09, 01/12, 03/16, 11/19

EMERGENCY SERVICES DIRECTOR

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Serves as the Emergency Services Director for Hays County, supervising Emergency Management and Fire Marshal's staff and collaborating with the Emergency Preparedness Division of the Health Department. The Emergency Services Director is designated as the Emergency Management Coordinator. Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations Center during disasters to coordinate Hays County emergency operations. Reports to the Hays County Judge, and serves as a liaison to the Capital Area Council of Governments. Develops and maintains funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our service area. Serves as a leader in innovative, cost effective, and comprehensive hazmat response. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

Responsibilities

- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Office of Emergency Services, including Hays County Emergency Management, Fire Marshal and Homeland Security operations.
- Acts as the Emergency Management Coordinator.
- Supervises and directs the activities of the Emergency Management and Fire Marshal personnel.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Hays County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.
- Develops and delivers training on Emergency Management programs and procedures to Hays County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures National Incident Management System (NIMS) training compliance
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Hays County departments and officials, and public officials.
- Represents Hays County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.

- Manages Homeland Security Grants, Emergency Management Program Grant, and Criminal Justice Grants as necessary; and researches and makes recommendations on all future grant funding sources.
- Evaluates and coordinates weapons of mass destruction and hazardous materials training needs for County agencies.
-
- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.
- Attends appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Hays County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Hays County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Maintains Hays County hazardous materials records and assists local fire departments with inspections and risk analysis of potential hazardous materials emergencies, hazardous materials sites, and assists in the development of operational plans for hazardous materials incidents.
- Maintains operational response protocols dealing with Homeland Security that effect all hazard situations in Hays County.
- Prepares various reports to fulfill documentation requirements and ensures all local, state, and federal laws are being met in regards to hazardous material management for Hays County.
- Inspects records of all hazardous material incident operations and required operational reports.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Stays abreast of emergency management techniques and practices.
- Performs administrative tasks and other duties.

Knowledge Required

- Professional knowledge of public administration and governmental agencies.
- Professional knowledge of Incident Command System (ICS).
- Professional knowledge of legislative process.
- Professional knowledge principles and techniques of planning.
- Professional knowledge of modern planning research methods, data collections, and analysis.
- Professional knowledge of strategic planning techniques.
- Professional knowledge of purchasing and RFP process.
- Professional knowledge of budgeting processes.
- Professional knowledge of Federal, State, and Local applicable laws and regulatory codes.
- Professional knowledge of hazardous waste operations and emergency response in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120.
- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.
- General knowledge of supervisory principles, practices, and techniques.
- General knowledge of business letter writing, grammar, punctuation and report preparation.

Required Skill

- Professional skill in developing short-range and long-range comprehensive plans in development of innovative solutions.
- Professional skill in program planning, developing, and implementing.
- Professional skill in both verbal and written communication.
- Professional skill to coordinate the development and making of presentations.
- Professional skill to coordinate work with others.
- Professional skill in conducting interviews and group meetings.
- Professional skill to initiate and develop projects and programs.
- Professional skill to work under unique and challenging situations.
- Professional skill to speak and conduct media briefings.

- General skill in operating basic office equipment and in preparing documents using word processing, spreadsheet, and database programs.
- General skill in compiling data and information into clear and comprehensive reports.
- General skill in the maintenance of records.

Education and/or Experience

- Bachelor's degree from an accredited college or university in Emergency Management, Planning, Public Policy/Administration, Government, Business Administration or a related field.
- Five years experience in strategic planning, hazmat operations, project management, or program development.

One of the following can be substituted for a Bachelor's degree:

- Four years work experience with a non-profit, local, state, or federal government Emergency Management agency.
- Certification as an Emergency Manager by the Texas Association of Emergency Managers or the International Association of Emergency Managers.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or completion within 2 years.
- Hazardous Material Technician or Hazardous Materials Incident Command training in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120(q), NFPA 472 preferred.
- Completion of the Professional Development Series of courses conducted by the Federal Emergency Management Agency preferred.
- Maintains appropriate and required certifications and training updates.

Supervision

- The Emergency Services Director is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Will be required to carry a cell phone and radio to always be on call.

Guidelines

The Emergency Services Director uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Emergency Services Director must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must be able handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk

- Hear.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative functions and personnel assessments. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0987
Grade: 116
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared By: Kharley Smith
Date Prepared: October 2018

ASSISTANT DIRECTOR OF EMERGENCY SERVICES

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

The Assistant Director is selected by and reports to the Director of Emergency Services. The Assistant Director managing OES staff, developing strategic goals, performs highly complex planning and research work. The Assistant Director supervises OES staff and collaborates with the Emergency Preparedness Division of the Health Department. The Assistant Director is designated as the Assistant Emergency Management Coordinator. Conducts research and analysis to develop emergency operational plans and programs for Hays County and performs intergovernmental planning and coordination functions. Manages the Emergency Operations Center during disasters to coordinate Hays County emergency operations. Assists in the development of funding sources, strategic planning, and coordination of Homeland Security activities in Hays County. Must be committed to responding to the changing needs of our service area. Is a leader in innovative, cost effective, and comprehensive responses. Maintains credibility through conduct that is uncompromising in honesty and professionalism. Supports a working environment that encourages respectful communication, equitable treatment and widespread contribution. Achieves distinction by demonstrating the highest degree of professional and operational expertise combined with effective teamwork.

Responsibilities

- Develops, implements, and evaluates policies, procedures, goals, objectives, and priorities for the Office of Emergency Services, including Hays County Emergency Management, Fire Marshal, Emergency Preparedness and Homeland Security operations.
- Acts as the Assistant Emergency Management Coordinator.
- Supervises and directs the activities of the Emergency Management and Fire Marshal personnel.
- Conducts continual risk analysis of potential all hazard situations.
- Develops, maintains, and distributes the Hays County Emergency Operation Plan, Mitigation Action Plan, and associated documentation and action plans; conducts periodic and random reviews of the County's preparedness; and resolves issues and recommends solutions to ensure appropriate implementation and utilization.
- Develops and delivers training on Emergency Management programs and procedures to Hays County staff; and plans and coordinates emergency preparedness exercises and drills, including preparing appropriate reports for federal and state authorities and agencies; and ensures National Incident Management System training compliance.
- Establishes cooperative partnerships with and provides appropriate training to area fire departments, law enforcement agencies, municipalities, local school districts, public works agencies, building officials, public safety communications agencies, Hays County departments and officials, and public officials.
- Represents Hays County by participating or attending task forces, working groups, committees or subcommittees meetings, advisory group, emergency functions, neighborhood groups, boards and commissions, seminars, conferences, professional associations meetings, and private organizations.
- Reviews expenditures, expense reports, requisitions for equipment procurement, and develops RFP's to assist in the bidding process.
- Manages Homeland Security Grants, Emergency Management Program Grant, and Criminal Justice Grants as necessary; and researches and makes recommendations on all future grant funding sources.

- Evaluates and coordinates weapons of mass destruction and hazardous materials training needs for County agencies.
- Serves as a liaison to the Capital Area Council of Governments, and Federal and State Homeland Security Departments; and coordinates with state and federal emergency management personnel concerning disaster mitigation, preparedness, response, and recovery activities.
- Attends appropriate meetings with local, state, and federal government agencies.
- Communicates with the public and news media; prepares and delivers public awareness presentations to civic groups, medical facilities, schools, and other community organizations.
- Ensures County's compliance with all federal and state regulations regarding hazardous materials storage, incident response, and recovery activities.
- Manages the Hays County Emergency Operations Center during complex all hazard emergency incidents; monitors and evaluates selected service delivery methods and procedures to be utilized in disasters or other major incidents; and acts as Hays County's Emergency Management liaison with expertise in hazardous materials response, control, mitigation, and recovery.
- Maintains operational response protocols dealing with Homeland Security that effect all hazard situations in Hays County.
- Monitors flood control areas to assure safety of residents and their ability to reach higher ground if necessary.
- Stays abreast of emergency management techniques and practices.
- Performs administrative tasks and other duties.

Knowledge Required

- Professional knowledge of public administration and governmental agencies.
- Professional knowledge of Incident Command System (ICS).
- Professional knowledge of legislative process.
- Professional knowledge principles and techniques of planning.
- Professional knowledge of modern planning research methods, data collections, and analysis.
- Professional knowledge of strategic planning techniques.
- Professional knowledge of purchasing and RFP process.
- Professional knowledge of budgeting processes.
- Professional knowledge of Federal, State, and Local applicable laws and regulatory codes.
- Professional knowledge of hazardous waste operations and emergency response in accordance with Occupational Safety and Health Standards, 29 CFR 1910.120.
- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.
- General knowledge of supervisory principles, practices, and techniques.
- General knowledge of business letter writing, grammar, punctuation and report preparation.

Required Skill

- Professional skill in developing short-range and long-range comprehensive plans in development of innovative solutions.
- Professional skill in program planning, developing, and implementing.
- Professional skill in both verbal and written communication.
- Professional skill to coordinate the development and making of presentations.
- Professional skill to coordinate work with others.
- Professional skill in conducting interviews and group meetings.
- Professional skill to initiate and develop projects and programs.
- Professional skill to work under unique and challenging situations.
- Professional skill to speak and conduct media briefings.
- General skill in operating basic office equipment and in preparing documents using word processing, spreadsheet, and database programs.
- General skill in compiling data and information into clear and comprehensive reports.
- General skill in the maintenance of records.

Education and/or Experience

- Bachelor's degree from an accredited college or university in Emergency Management, Planning, Public Policy/Administration, Government, Business Administration or a related field.
- Two years' experience in strategic planning, project management, or program development.

One of the following can be substituted for a Bachelor's degree:

- Four years work experience with a non-profit, local, state, or federal government Emergency Management agency.
- Certification as an Emergency Manager by the Texas Association of Emergency Managers or the International Association of Emergency Managers.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Driver's License
- Texas Department of Public Safety Division of Emergency Management, Professional Development Series or completion within 2 years.
- Completion of the Professional Development Series of courses conducted by the Federal Emergency Management Agency preferred.
- Maintains appropriate and required certifications and training updates.

Supervision

- The Assistant Director of Emergency Services is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Reach sound conclusions and make recommendations.
- Formulate broad perspectives.
- Will be required to carry a cell phone and radio to always be on call.

Guidelines

The Assistant Director of Emergency Services uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Assistant Director of Emergency Services must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must be able handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk
- Hear.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 50 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative functions and personnel assessments. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne

particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0989
Grade: 113
FLSA: Non-Exempt
Phone Allocation

Prepared By: Emergency Management
Date Prepared: February 2018

Special Operations Coordinator Office of Emergency Services

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under the direction of the Emergency Services Director, develops processes related to technical responses to determine methods of implementation. Functions as the technical assistant to the Emergency Services Director and assists the Emergency Services Director in responses by Special Operations Teams. This position works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Essential Job Functions:

- Develops measurement tools and data collection methods in order to assess other technical response team needs
- Focuses on methods of continuously improving special operations and other technical response team performance
- Assists with quality improvement activities as needed
- Oversees Hazardous Material response, other technical team responses, training, and evaluation of technology and equipment needs, researches new techniques, assists with coordinating regional responses, assist Emergency Management with Emergency Operation Center, and maintain equipment readiness
- Serves as Haz Mat command/safety officer on Haz Mat Scenes and works as the County liaison for all other technical responses reporting to the affected Incident Commander
- Coordinates efforts with and fosters positive relationships with all emergency service groups in the county and region as well as work with the local industries
- Attends drills, training and meetings
- Assists in development of education schedule to meet the needs of the team
- Develops and coordinates a competency-based training for the region
- Assists in the development of instructors for all emergency service groups for an all hazards response
- Serves as an educational resource for all county emergency service groups
- Keep current with trends in industry, research, and new technologies for all hazards response
- Updates the standard operating procedures in coordination with other team members
- Serves as liaison with regional response groups
- Works with Emergency Services Director and regional response teams to evaluate and improve First Responder and Staff proficiency
- Assist in the coordination and maintenance of all education/training equipment
- Develops methods for system data collection and analysis
- Identifies areas requiring improvement using standard QI techniques
- In coordination with critical incident operation personnel, implements process improvements
- Shares QI data, analyses and process improvement strategies with all staff

- Assists with professional development of staff and officers
- Assists the Emergency Services Director with long range budget and system planning
- Performs all other assigned tasks

Knowledge Skills and Abilities:

- Exceptional knowledge of Haz Mat legal requirements
- Exceptional knowledge of all Haz Mat equipment operation
- Exceptional knowledge of documentation required for Haz Mat and other technical responses
- Exceptional skill in the assessment of emergency scenes
- Knowledge of current principles and practices associated with command of a Haz Mat situation insuring all laws and standards are followed
- Knowledge of government organizations and administration; of principles, objectives, and procedures of governmental planning, of budget processes and research techniques, and of program management processes and techniques
- Technical knowledge of Haz Mat Incident commander functions and responsibilities
- Knowledge of air operations
- Demonstrated knowledge of curriculum and instructor development preferably with an emphasis on competency based training at Haz Mat awareness, operations and technician level
- Skill in the operation of all emergency vehicles and equipment in heavy traffic
- Demonstrated ability to design and implement an ongoing continuing education program for a Haz Mat team
- Skill to provide command and control under adverse conditions
- Skill in communicating effectively and efficiently orally and in writing
- Skill in using computers and applicable software, in applying statistical tools to data, in preparing reports, and in collecting and analyzing demographics and statistics
- Skill in developing short and long- range comprehensive plans and the development of innovation solutions
- Skill to work well with persons of diverse public safety and public administration interests
- Skill in presenting information and conducting meetings with large diverse groups
- Ability to exercise sound judgment in making critical decisions, to analyze complex information and develop plans to address identified issues, to identify risks, to demonstrate negotiation and facilitation skills
- Ability to prepare reports, charts, and documents to be presented to Emergency Services Director, Elected Officials, subordinates or the public
- Ability to coordinate the work of others

Education and/or Experience

- Associate's degree from an accredited college or university in adult education or a related field
- Five years' fire service to include two years college level Fire Service instruction
- Prefer experience in an all hazards response including high angle, confined space, rope rescue, swift water, trench and cave rescue

Other Qualifications, Certificates, Licenses, Registrations

- Current Class B Texas driver's license
- Current and in good standing Texas Commission on Fire Protection certification
- Current Level 2 Instructor with the Texas Commission on Fire Protection or obtain within one year of hire date
- Texas Instructor or Coordinator certification
- Current Haz Mat Technician certification by Texas Commission on Fire Protection or OSHA 1910.120

Supervision

- The Special Operations Coordinator is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility, compatibility and effectiveness
- Manages time well and performs multiple tasks, and organizes diverse activities

- Reaches sound conclusions and make recommendations
- Formulates broad perspectives
- Will be required to be on call for Haz Mat situations, technical response and Emergency Operations Center needs

Guidelines

The Special Operations Coordinator uses judgment in interpreting and adapting guidelines such as Hays County policies, state, and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. This position must have a strong work ethic. This position must establish and maintain effective working relationships with departmental clientele, outside agencies, other county staff and officials, and the general public. The Special Operations Coordinator must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must be able handle occasional stressful situations when interacting with some argumentative or emotional contacts within the general public. The contacts are generally cooperative; however, in some situations this position may be called upon to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Talk
- Hear
- Stand, walk, kneel, squat, bend, stoop, climb ladders for extended periods of time
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus
- Required to lift and/or move up to 150 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The employee frequently travels to various locations throughout the county to perform administrative and technical functions. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated. During emergency situations, the employee may work outdoors, around fire or damaged buildings, and in inclement weather. The incumbent may be exposed to wet and/or humid conditions, moving mechanical parts, high, precarious places, fumes or airborne particles, toxic or caustic chemicals, infectious diseases, extreme cold and heat, risk of electrical shock, explosives, risk of radiation, and vibration. The noise level in the work environment may be loud.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are

terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 0988
Grade: 109
FLSA: Non-Exempt
Phone Allocation

Prepared by: Emergency Management & HR
Date Prepared: November 2017
Revised: May 2018

Emergency Planner Office of Emergency Services

General Description:

Under the supervision of the Director of Emergency Services, the Emergency Planner performs planning and research work as well as project management duties in areas of training, community outreach, exercise development and coordinated response planning for local and regional emergency management initiatives. Work involves assisting in the development of emergency operational plans and programs for Hays County and performing intergovernmental planning and coordination functions. This position will also be responsible for serving as a liaison to municipalities and Emergency Operation Center management. This position works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Essential Job Functions:

- Represents Hays County and the Office of Emergency Services by participating in or attending local and regional planning meetings, collaborates with the EMC on unmet needs for municipalities, carries out tasks related to disaster recovery, attends task forces, working groups, committees, or subcommittees meetings, local City Council meetings, advisory groups, emergency functions, neighborhood groups, boards, and commissions. Assists in coordination of the Local Emergency Planning Committee and EOC management.
- Provides staff support and project management for assigned emergency management committees and projects.
- Assists and coordinates homeland security and disaster response preparedness and exercise planning and analysis with local, county, regional state and federal agencies and with other public and private organizations.
- Assists with reviewing and updating Hays County's Emergency Operations Plan and other related response planning documents.
- Will be placed on-call to respond to the Emergency Operations Center or for field deployment due to critical incidents.
- Assists in the development and distribution of emergency preparedness information and critical emergency information in critical incidents.
- Assists in the management of social media platforms and communication with media outlets if necessary.
- Performs other duties as assigned.

Knowledge Skills Abilities:

- Knowledge and training of Incident Command Systems and National Incident Management System
- Knowledge of government organizations and administration; of principles, objectives, and procedures of governmental planning, of budget processes and research techniques, of training and marketing techniques, and of program management processes and techniques
- Skill in using computers and applicable software, in applying statistical tools to data, in preparing reports, and in collecting and analyzing demographics and statistics
- Skill in developing short and long- range comprehensive plans and the development of innovation solutions
- Skill in working well with persons of diverse public safety and public administration interests

- Skill in presenting information and conducting meetings with large diverse groups
- Ability to exercise sound judgment in making critical decisions, to analyze complex information and develop plans to address identified issues, to identify risks, to demonstrate negotiation and facilitation skills
- Ability to prepare reports, charts, and documents to be presented to EMC , Commissioners, Council members, or the public
- Ability to coordinate the work of others

Education and/or Experience

- Associate's degree or work experience equivalent in Emergency Management, Public Safety, Criminal Justice, Public Administration, or a field related to the work is preferred.

Other Qualifications, Certifications, Licenses, Regulations

- Valid Class C Driver's License

Supervision

- The Emergency Planner is required to satisfactorily perform the above duties and will be evaluated for technical soundness, accuracy and completeness.
- The Emergency Planner is responsible for carrying out assignments independently.
- The Emergency Services Director assigns work, and decides the actions to be taken.
- The Emergency Planner contacts the supervisor concerning deviations, problems and unfamiliar situations

Guidelines

The Emergency Planner must work in strict adherence to instructions using judgment in selecting the most appropriate guidelines, references and procedures for application and in making deviations to adapt the guidelines to specific cases. The Emergency Planner must also determine which of several established alternatives to use. This position must identify and analyze situations and have a strong work ethic. The Emergency Planner must meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must obtain, clarify or give facts to county employees and members of the outside public. The Emergency Planner meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk
- Hear.
- Sit.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

- Required to lift and/or move up to 25 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0272
Grade: 11O
FLSA: Non exempt

Prepared By: Human Resources
Date Prepared: October 2019

ADM INISTRATIVE ASSISTANT III EMERGENCY SERVICES AND FIRE MARSHAL

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under general supervision of the Emergency Services Director, the Administrative Assistant III performs the full range of clerical, office, reception duties and administrative support work for Emergency Services and Fire Marshal staff; establishes and maintains Emergency Services and Fire Marshal records, responds to requests for information ; and ensures department operations and procedures are communicated efficiently and clearly. This position facilitates the work and has an immediate impact on operation of the Hays County Office of Emergency Services and Fire Marshal Offices.

Responsibilities

- Answers and operates Emergency Services and Fire Marshal telephone systems and routes callers or provides information.
- Support the Community Emergency Response Team (CERT) as needed. Coordinates training and community events, takes meeting minutes; orders supplies, maintains budget
- Coordinates training for Emergency Services, Fire Marshal and CERT
- Receives the public and answers questions; responds to inquiries from employees, citizens and others. Refers , when necessary , to appropriate persons.
- Prepares and create in-depth reports for staff and immediate supervisor.
- Using New World Systems to create purchase orders to procure department materials and supplies as needed to maintain the office
- Use the local emergency planning committee (LEPC) database to track Tier II contacts and supplies needed as well as coordinate annual LEPC meeting.
- Operates listed office machines as required.
- Prepares and monitors the progress of a variety of work orders.
- Composes, types, and edits correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.
- Inputs data to standard office and department forms; makes simple postings to various reports such as annual reports, fire inspections or fire investigations; and compiles tabulated data.
- Maintains calendars and arranges for appointments for Emergency Services and Fire Marshal staff.
- Assists in conferences and meeting planning.
- Establishes and maintains departmental documents, cases, disaster information and other records to be maintained for record retention purposes.
- Maintains and tracks Department budget
- Tracks Departmental controlled assets
- Tracks, maintains and processes Departmental grants
- Maintains and updates the OES / FM webpages as needed
- Performs other duties as assigned.

Knowledge Required

- General knowledge of computer equipment and related software applications to include word processing, spreadsheets, and databases.

- General knowledge of business letter writing, grammar, punctuation and report preparation.
- Proficient knowledge of telephone etiquette.
- Proficient knowledge of customer relations.
- General knowledge of radio procedures.
- General knowledge of department forms, rules, procedures and guidelines.
- General knowledge of Hays County Office of Emergency Services and Fire Marshal's office regulations, policies, and procedures.
- General knowledge of basic record keeping and filing procedures.

Required Skill

- Exceptional skill in telephone etiquette and customer relations.
- Exceptional skill in operating standard office equipment, such as personal computers, calculators, photocopiers, fax machines, multi-line telephones.
- Exceptional skill in providing information and assistance to office staff, visitors and callers.
- Exceptional skill in gathering, compiling, analyzing data and maintaining complex records.
- Proficient administrative support and secretarial skills.
- General skill in designing and implementing new forms and office procedures.
- General skill in establishing and maintaining effective working relationships with County staff and the general public.
- General skill in performing basic mathematical calculations.
- General skill in documenting, reading, understanding and maintaining records.
- General skill in basic money handling, cashiering, bookkeeping and report preparation.
- General organizational skills.
- General skill in expressing oneself clearly and concisely, both orally and in writing.

Education and/or Experience

Any combination of experience or training may be substituted on a year for year basis.

- Requires High School diploma or GED.
- Requires two years full time experience in administrative support, office/clerical or related work.

Other Qualifications, Certificates, Licenses, Registrations

- Valid Class C Driver's License

Supervision

- The Administrative Assistant III is required to satisfactorily perform the above duties and will be evaluated for technical soundness, accuracy and completeness.
- The Administrative Assistant III is responsible for carrying out assignments as instructed.
- The Emergency Services Director and Fire Marshal assigns work, and decides the actions to be taken. The Administrative Assistant III contacts the supervisor concerning deviations, problems and unfamiliar situations.

Guidelines

The Administrative Assistant III must work in strict adherence to instructions using judgment in selecting the most appropriate guidelines, references and procedures for application and in making deviations to adapt the guidelines to specific cases. The employee must also determine which of several established alternatives to use. This position must identify and analyze situations and have a strong work ethic. The Administrative Assistant III must meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must obtain, clarify or give facts to county employees and members of the outside public. The Administrative Assistant III meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the incumbent is regularly required to:

- Use hands and fingers to handle or feel.

- Reach with hands and arms.
- Talk
- Hear.
- Sit.
- Occasionally stand, walk, kneel, squat, bend, stoop, climb ladders.
- Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Required to lift and/or move up to 25 pounds.

Work Environment

While performing the duties of this job, the employee regularly works in an office setting. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms, or vehicles. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County .

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position.

**U.S. Department of Homeland Security
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS**

*O.M.B. No. 3067-0206
Expires February 28, 2007*

**FOR
FY**

CA FOR *(Name of Applicant)*

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I ☒ FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II ☐ FEMA Form 20-16B, Assurances-Construction Programs
- Part III ☒ FEMA Form 20-16C, Certifications Regarding Lobbying;
Debarment, Suspension, and Other Responsibility
Matters; and Drug-Free Workplace Requirements
- Part IV ☐ SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Ruben Becerra

County Judge

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

January 28, 2020

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

U.S. DEPARTMENT OF HOMELAND SECURITY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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 Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) 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. Section 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. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

**U.S. DEPARTMENT OF HOMELAND SECURITY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.


1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

 Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	

Payee Identification

SECTION 2	Payee type	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.)
	<input type="checkbox"/> State employee	<input checked="" type="checkbox"/> Employer Identification Number (EIN)		
	<input checked="" type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security Number (SSN) *	7 4 6 0 0 2 2 4 1	0 2 9
	Payee name	Hays County		Phone number
	Mailing address	City	State	ZIP code
	712 S. Stagecoach Trl. Ste 1094	San Marcos	TX	78666

New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name	City	State
	Sage Capital Bank	San Marcos	TX
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
	1 1 4 9 - 1 3 7 1 - 1	4 8 0 0 0 4 5 9	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
	Financial representative name (optional)	Title (optional)	
	Carolyn Diaz	Assistant Vice President	
	Financial representative signature (optional)	Phone number (optional)	Date (optional)
		(512) 392-5588 ext.	


Existing Account Information (Changes Only)

SEC 4	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).


Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature	Printed name	Date
	sign here 	Britney Richey	1/14/20

Cancellation by Agency (for state agency use)

SEC 7	Reason	Date

Authorized Signature (for state agency use)

SECTION 8	Signature	Date
	sign here 	
	Phone number	Agency number
	ext.	
	Agency name	
	Comments	

Please return your completed form to:

2020 TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Hays County
---------------------------	-------------

Check one of the two blocks below

☐

This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations [and reimbursement rates as published by the Texas Comptroller of Public Accounts](https://fmxcpa.state.tx.us/fmx/travel/texttravel/index.php). State travel regulations are available at <https://fmxcpa.state.tx.us/fmx/travel/texttravel/index.php>

OR

☒

This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Name of Grant Financial Officer (Printed or Typed)	Marisol Alonzo
Original Signature of Grant Financial Officer	
Date Signed	1/28/2020

HAYS COUNTY TRAVEL POLICY

The following policy is adopted by the Hays County Commissioners Court on the 16th day of March, 1999 and takes the place of any previous county travel policy adopted by any previous Commissioners Courts.

GENERAL DEFINITIONS

1. Educational Travel means a travel reimbursement paid to county employees who travel out-of-county for official educational seminars, conferences, and meetings. Travel expense forms must be submitted to claim reimbursement for educational travel. Items included on travel expense forms include meals, lodging, airline fares, use of personal auto, public transportation, and conference registration fees.
2. Law Enforcement Travel means travel by county law enforcement and correction departments. These travel expenses are associated directly to the transporting of prisoners or probationers, investigations, etc.
3. Actual Expense means the actual cost of any allowable travel expense supported by proper receipts or statements.
4. Authorized Signature means the signature of a department head, elected official, or employee authorized to approve claims for a county official whose authorization is on file with the County Auditor.
5. Official County Business means business in which county employee's participation is recognized by the County Commissioners Court as being official business of the county.
6. Traveling County Employee means the elected official, department head, or employee traveling on official county business who accrues expenses to be reimbursed by the county.
7. Auditor means the County Auditor and his designated staff.
8. County Official or County Employee means any county employee who is authorized to travel on official county business.
9. Travel Expense Forms means the expense forms used to report all actual or estimated travel expenses for official county business to be submitted to the County Auditor for reimbursement of travel expenses.
10. IRS Rate means the mileage rate set by the Internal Revenue Service at the time travel mileage occurred.

RESPONSIBILITY OF OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

County Officials and Department Heads are expected to plan the out-of-county travel for themselves and their employees to achieve maximum economy and efficiency. The purpose of the travel should be the same as that travel approved in the individual departmental budgets in any particular fiscal year. All county reimbursed travel must be for OFFICIAL COUNTY BUSINESS ONLY.

It is the responsibility of the county official or department head to see that all Travel Expense Forms are properly completed and signed before being sent to the County Auditor.

If a travel advance is requested, it is the responsibility of the county official or department head to see that the form is presented to the County Auditor within the time restrictions set in the travel forms. When the person receiving the travel advance returns to the county, it is the responsibility of the county official or department head to see that the Employee Travel Expense Form is properly completed and sent to the County Auditor within ten (10) days. A copy of the Conference program must be attached to the travel advance when requesting an advance for a Conference. If the employee receives an advance and fails to complete the Employee Travel Expense Form within ten (10) days, future advances may not be allowed for that employee.

Any refund due the county from the travel advance will be submitted to the County Treasurer and a copy of the Treasurer's receipt will be attached to Employee Travel Expense Form which is sent to the County Auditor.

It is the responsibility of the county official or department head to see that all reimbursement forms to the State of Texas, or any other reimbursing agency other than the county, are promptly submitted to the reimbursing agency, and when reimbursements are received to see that those funds are deposited with the County Treasurer and copies of receipts sent to the County Auditor.

It is the responsibility of the person traveling on official county business to keep all lodging and vouchers to be submitted to the County Auditor on the Employee Travel Expense Form. If the traveling employee requests to be reimbursed for actual expenses for travel-related expenses, that employee must submit supporting invoices or statements with the Employee Travel Expense Form to receive actual reimbursement. Expenses that are not supported by receipts will not be reimbursed.

It is the responsibility of the traveling employee to provide receipts for payments of dues and registration fees in order to be reimbursed.

In the event an official or employee of the county receives an overpayment for travel expenses, that overpayment will immediately be reimbursed to the county.

It is the responsibility of the county official and department head prior to departure to make a request of the Commissioners Court and receive permission for all OUT OF STATE TRAVEL. The Sheriff's Office is exempt from this policy when transferring prisoners or doing criminal investigation.

Any exceptions to this travel policy must be granted by the Commissioners' Court in advance.

Section 152.011 of the Texas Local Government Code gives the Commissioners Court the authority to set travel expenses and other allowances for all county officials and employees. The Commissioners Court allows reimbursement of travel on official county business when funds have been allocated in departmental budgets for that purpose.

The traveling county employee will be reimbursed for actual expenses incurred while traveling, provided the employee will keep invoices, receipts, and all other documentation supporting the actual expenditures and this documentation is submitted to the County Auditor on the Employee Travel Expense Form.

The traveling county employee must submit receipts, invoices and documentation for the following in order to be reimbursed:

- Airline Tickets
- Automobile Expense Charges for County Vehicles
- Automobile Rentals
- Conference Registration and Fees
- Lodging Statements
- Parking Garage Charges
- Taxi Fares
- Meals

MEALS

The County will reimburse for county employee meals only. If the traveling county employee elects to purchase meals for friends or other county officials, that decision will be at the expense of the county employee and will not be reimbursed by the county.

A maximum amount to be reimbursed for meals has been approved by the County Commissioners Court as follows:

Morning Meal	\$ 7.00
Noon Meal	13.00
Evening Meal	16.00

The county will not reimburse the traveling county employee for meals that are included in the conference registration fees. If the county employee chooses to eat a meal other than the one provided in the conference registration, the meal will be the personal expense of the employee and will not be reimbursed. The County will not reimburse for any tips.

The county does not reimburse the traveling county employee for any type of alcoholic beverage whether with a meal or not.

On Travel days, in order to claim a meal, an employee must be traveling out of County during the following time period:

	<u>Departure Time</u>	<u>Return Time</u>
Breakfast	Prior to 6:00 a.m.	after 10:00 a.m.
Lunch	Prior to 10:00 a.m.	after 2:00 p.m.
Dinner	Prior to 4:00 p.m.	after 8:00 p.m.

The county will reimburse the traveling county employee for the actual cost of moderately priced lodging while traveling on official county business. The county employee will obtain a lodging statement which will be submitted with the Employee Travel Expense Form when the employee returns to the county. The County will not pay for lodging unless the meeting/conference site is at least 45 miles from the employee's office.

If the registration fee includes lodging the county will not reimburse the employee for lodging elsewhere unless advance approval is obtained from the Commissioner's Court.

Those items which will be reimbursed on the hotel statement are:

- Business Telephone Calls
- Daily Room Charges
- Hotel Parking
- Necessary Hotel Charges
- Meal Charges (not to exceed the maximum amounts)

Those items which WILL NOT BE REIMBURSED on the hotel statement are:

- Alcoholic beverage charges
- Hotel Club charges
- Movies and personal phone calls
- Personal expense items such as cleaning or laundry
- Recreation Facilities use charges

The county employee may obtain a travel advance for lodging. If the actual lodging charges are more than the travel advance, the employee will be reimbursed for the difference upon proper submission of Employee Travel Expense Form. If the actual lodging charges are less than the travel advance, the employee will reimburse the county for the difference within ten (10) days after returning to the County.

Depending on travel arrangements, the county will reimburse the traveling county employee for a maximum of one-day lodging prior to the start of a conference or seminar, lodging during the time the conference or seminar is in session, and a maximum of one-day lodging after the end of the conference or seminar if travel distance will not allow the employee to reach their destination to or from the conference at a reasonable hour. Any additional lodging will be at the expense of the county employee unless proof is presented that the additional lodging is a result of extended county business.

For budget savings, County employees traveling together may at their discretion, share lodging accommodations; however, there is no requirement that employees do so.

LOCAL TRANSPORTATION EXPENSE REIMBURSEMENT

Several departments in the county require their employees to travel within the county on official county business. When a county employee uses a personal automobile for this purpose, the employee may be reimbursed for use of personal auto on official county business at the IRS rate per mile.

Before an employee may be reimbursed for local transportation there must first be a departmental budget allocation for Travel. This allocation will be made during budget hearings or through a budget amendment made by the Commissioners Court.

When there is a departmental budget allocation, the county employee requesting reimbursement for local transportation expense must complete a form for this purpose and submit it to the County Auditor for reimbursement. The form to be used is the Automobile Mileage Reimbursement Form. A supply of these forms are available in the County Auditor's Office.

Reimbursement for local transportation is made from odometer readings on the personal auto and description of the purpose of the official county business. A copy of the Automobile Mileage Reimbursement Form is attached to this policy.

APPROVED TYPES OF TRANSPORTATION

COMMERCIAL AIRLINES - Commercial airlines are normally the most economical mode of transportation, especially for out-of-state travel. Traveling county employees are encouraged to take advantage of reduced rates for advance reservations. Airline tickets may be paid for in advance directly to the airline or travel agency if the county employee will submit a Check Request Form when the cost of the airline travel is determined. The county will reimburse at the lowest available airline fare for the most direct airline route.

TAXI AND BUS FARES - The traveling county employee will obtain receipts for taxi or bus fares and will be reimbursed by the county for those fares relating to county business. Receipts or statements will be submitted to the County Auditor along with the Employee Travel Expense Form upon return to the county.

AUTO RENTAL - When it is necessary, or when it is more economical to rent a car than to utilize public transportation, the traveling county employee on official county business is entitled to reimbursement for the actual cost of renting the vehicle, including motor fuel and collision damage waiver insurance. The county will reimburse for a mid-size or small size car only. Car rental agreements, along with copies of receipts for fuel and other auto expenses must be submitted to the County Auditor on Employee Travel Expense Form for reimbursement to the traveling county employee.

PERSONAL AUTOMOBILES - The county will pay the traveling county employee the IRS rate for each mile of use of their personal automobile while traveling in state, on out-of-county official county business. The mileage payment will be based on the most direct route from the county to destination where county business takes place plus a reasonable reimbursement for business mileage traveled while at the destination. No other automobile expense will be paid to the traveling county employee other than the fixed price per mile as set by IRS and adopted by the Commissioners Court. All out-of-state travel on official county business will be reimbursed at commercial airline rates. All mileage is calculated from the employees County office.

COUNTY OWNED AUTOS - The county will only pay actual expenses, such as gas, oil or other such maintenance items. Receipts are required for all of these items.

OTHER: Employees will not be reimbursed for transportation expenses for any activity in which travel is provided for conference participants and included in the conference registration fee.

TRAVEL EXPENSE FORMS

The following Travel Expense Forms are used by the county to report travel expenses for official county business.

Employee Travel Expense Form must be completed for ALL requests for reimbursement for official county business travel. Expense forms must be brought forward with this form. If a travel advance is made, this form must be filed in order to relieve the employee from liability to the county for any travel advances received.

Prisoner Transfer Travel Expense Form must be completed for all requests for reimbursement for transporting prisoners and is of primary concern to the Sheriff and Probation Departments. This form may be used for travel advance for transporting prisoners but in any case, the total of this form must be transferred to the Travel Expense Form for final request for reimbursement.

Travel Advance Form must be completed for all requests for travel advances. This form must be received by the County Auditor no later than 5:00 p.m. on the Tuesday two weeks prior to the required business trip. Employee Travel Expense Forms MUST ALWAYS be submitted on all advance requests after employee returns from official county travel.

Automobile Mileage Reimbursement Form must be completed for all requests for reimbursement for travel performed within the county on a monthly basis.

Check Request Form must be completed if you prefer the County Auditor to make payment directly to the vendor for the cost of hotel, registration, airline, etc. This is the preferred method of payment to these vendors but must be presented to the County Auditor in sufficient time to meet the payment deadline as required by each vendor.

Samples of all five of the travel expenses forms follow this page.

NAME OF PERSON SUBMITTING REPORT: _____

NAME OF DEPARTMENT: _____

PURPOSE OF TRAVEL: _____

DESTINATION: _____ DEPARTURE DATE/TIME: _____ RETURN DATE/TIME: _____

MEALS AND LODGING: Meals are reimbursed at the flat rate listed. Receipts for all other expenses are necessary for reimbursement. **Please attach a copy of the Conference/Meeting Program. Departure/Return time must be completed in order to process.**

DATE	BREAKFAST (\$7.00 per day)	LUNCH (\$13.00 per day)	DINNER (\$16.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL

TOTAL MEALS AND LODGING: _____

TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach travel ticket) _____

Personal Auto _____ Miles @ 58.5 Cents Per Mile (shortest route): _____

Other Travel or Transportation Expense (complete in detail-attach receipts): _____

TOTAL TRAVEL AND TRANSPORTATION: _____

OTHER EXPENSES

Conference Registration (attach receipts and copy of program): _____

Other Expense (explain and attach receipts): _____

TOTAL OTHER EXPENSES: _____

TOTAL THIS TRAVEL EXPENSE FORM: _____

TOTAL PRISONER EXPENSE FORM (IF APPLICABLE): _____

DEDUCT TRAVEL ADVANCE: _____

REQUEST FOR REIMBURSEMENT - OR (DUE TO COUNTY): _____

CERTIFICATION BY EMPLOYEE:

"I certify that the expenses as shown on this form are true and correct statements of expenses incurred by me while traveling on official county business."

Signature of Employee Date

CERTIFICATION OF OFFICIAL OR DEPARTMENT HEAD:

"I certify that the above named employee received proper authorization for official county travel. I have examined the request for reimbursement and approve the same for payment."

Signature of Official Date

NAME OF PERSON SUBMITTING REPORT: _____

NAME OF DEPARTMENT: _____

EXPENSES INCURRED IN TRANSPORTING PRISONERS

NAME OF PRISONER: _____ CASE NUMBER: _____

NAME OF PRISONER: _____ CASE NUMBER: _____

NAME OF PRISONER: _____ CASE NUMBER: _____

PRISONER(S) TRANSPORTED FROM: _____ TO: _____

DATE/TIME OF DEPARTURE: _____ DATE/TIME ARRIVED AT DESTINATION: _____

MEALS AND LODGING:

DATE	MORNING MEAL ACTUAL	NOON MEAL ACTUAL	EVENING MEAL ACTUAL	ACTUAL LODGING EXPENSE	DAILY TOTAL

TOTAL PRISONERS MEALS AND LODGING: _____

TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach Travel Ticket) _____

Other Travel or Transportation Expense (Complete In Detail-Attach receipts): _____

TOTAL TRAVEL AND TRANSPORTATION: _____

OTHER EXPENSES

Other Expenses (Explain and Attach Receipts): _____

TOTAL OTHER EXPENSES: _____

TOTAL PRISONER EXPENSE FORM: _____

THE TOTAL OF THIS FORM MUST BE CARRIED FORWARD TO TRAVEL EXPENSE FORM AND SUBMITTED TO THE COUNTY AUDITOR FOR PAYMENT.

NAME OF DEPARTMENT: _____

PURPOSE OF TRAVEL: _____

DESTINATION: _____ DEPARTURE DATE/TIME: _____ RETURN DATE/TIME: _____

NOTE: In order to receive an advance on travel expense, this form must be completed and submitted to the County Auditor no later than 12:00 p.m. on the Tuesday, two weeks prior to the travel date. Upon return to the county, an Employee Travel Expense Form must be completed and submitted to the County Auditor along with any refund due the county or added expenses incurred.

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

DATE	BREAKFAST (\$7.00 per day)	LUNCH (\$13.00 per day)	DINNER (\$16.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL

TOTAL ESTIMATED MEALS AND LODGING: _____

ESTIMATED TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach supporting requests information) _____

Personal Auto _____ Miles @ 58.5 Cents Per Mile (shortest route): _____

TOTAL ESTIMATED TRAVEL AND TRANSPORTATION: _____

ESTIMATED OTHER EXPENSES

Conference Registration (attach supporting requests information): _____

Other Expense (explain in detail): _____

TOTAL ESTIMATED OTHER EXPENSES: _____

TOTAL REQUESTED FOR EXPENSE ADVANCE: _____

STATEMENT OF OFFICIAL OR DEPARTMENT HEAD:

“The above named employee is hereby authorized to submit this advance travel expense form for the purpose stated hereon.”

Signature of Official or Department Head

NOTE: UPON RETURN TO THE COUNTY AND WITHIN 10 DAYS, THE EMPLOYEE TRAVEL EXPENSE FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY AUDITOR ALONG WITH ANY REFUND DUE THE COUNTY. ALL REQUESTS FOR REIMBURSEMENTS MUST BE SUBSTANTIATED WITH RECEIPTS.

DEPARTMENT: _____

REASON FOR CHECK REQUEST: _____

DESCRIPTION

AMOUNT

*****FOR ACCOUNTS PAYABLE USE ONLY*****

VENDOR# _____

INV# _____

AMOUNT \$ _____

TOTAL \$ _____

INV DATE _____

REC'D DATE _____

DUE/APPLY DATE _____

DESC _____

ACCT _____ AMT _____

ACCT _____ AMT _____

ACCT _____ AMT _____

APPROVAL _____ DATE _____
PROJECT OR
JOB LOCATION _____
BUDGET ACCT # _____

You receive a copy of your association conference program telling you the dates the conference will be held and containing pre-registration information. You decide you will fly Southwest Airlines. If you make your reservation now, you will have the benefit of a reduced airfare.

QUESTION: WILL THE COUNTY PAY FOR MY ADVANCE RESERVATION ON SOUTHWEST AIRLINES?

ANSWER: The county will pay for advance airline reservation fares. When the airline fare is determined, you should complete the Check Request Form and send it to the County Auditor no later than 5 p.m. on the Tuesday two weeks prior to the date the check is needed to be received by the vendor.

QUESTION: WILL THE COUNTY PAY ADVANCE CONFERENCE REGISTRATION?

ANSWER: The county will pay the conference registration directly to the conference if it is submitted to the County Auditor's Office in time to process it within the conference deadlines for registration. Otherwise you must obtain a receipt at the time of registration to show proof of payment. As in the previous question, the Check Request Form will be submitted to the County Auditor if the registration fees are being paid directly to the conference. If the employee pays for the registration fees the employee will be reimbursed on the employee Travel Expense Form. You must attach a copy of the conference program to the travel expense form which will show the conference registration fees and what the fees cover.

Two weeks before you are to depart for your conference, you decide you will need a travel advance for meals and lodging.

QUESTION: WILL THE COUNTY ADVANCE MONEY FOR MEALS AND LODGING?

ANSWER: The county will advance you for meals and lodging. Here again, you will be required to file the Travel Advance Expense Form to receive this advance. You will use the estimated cost for meals and lodging to complete the travel form. Since the county has already advanced you for your conference registration and two meals were included in the registration fee, you will not ask for travel advance for those two meals. Since you will arrive at the conference on Tuesday afternoon, you may ask for lodging advance for Tuesday evening if the Conference begins too early Wednesday to allow for reasonable time for travel. You are scheduled to return on Friday evening so you will not ask for lodging reimbursement for Friday.

When I arrive in Dallas, I will need transportation to the conference hotel.

QUESTION: WILL THE COUNTY PAY FOR MY TRANSPORTATION TO THE HOTEL?

ANSWER: The county will pay for your taxi fare to the hotel PROVIDED you get a receipt for your taxi fare from the cab driver. Almost all local transportation services give receipts for their fares.

After you check into your hotel, you meet with friends and decide to go to a nice restaurant for dinner. You, along with your friends, share a taxi to the restaurant.

QUESTION: WILL THE COUNTY PAY FOR MY PORTION OF THE TAXI FARE TO AND FROM THE RESTAURANT?

ANSWER: The county will reimburse only those items which are for official county business. Your taking a taxi to a nice restaurant for dinner is not classified as official county business.

When you get to the restaurant, you enjoy the hospitality and dinner. Your total bill for the evening was \$25.00, including tips.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR THIS MEAL?

ANSWER: The county will reimburse you the flat rate of \$16.00 for dinner. The county will not pay for any other meal other than your own and will not reimburse for any alcoholic beverage cost or tips.

After dinner, you and your friends go to a local theater for entertainment.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR ENTERTAINMENT COSTS?

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ANSWER: The county will not reimburse you for personal entertainment unless the entertainment is part of the conference registration fee that is paid for by the county when registration fees are paid.

On Wednesday morning, you order room service for breakfast.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR ROOM SERVICE?

ANSWER: The county will reimburse you for the actual cost of the meals up to the maximum amounts stated in the policy.

You attended the conference meeting all day today. Although there is a banquet tonight, and the banquet is provided through the conference registration fee, you and some of your friends decide to go back to that excellent restaurant you visited last night.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR THIS EVENING MEAL?

ANSWER: The county will not reimburse you for your meal this evening because the county has already paid for your meal through registration fees. The meal this evening is on you!

You call in to your office each day you are attending the conference to see if there are any problems. The phone calls are charged to your room.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR THOSE PHONE CALLS?

ANSWER: The county will reimburse you for telephone calls made that are considered official county business calls. The county will not reimburse you for calls made to your home to check on your family.

After the conference on Friday, you decide to spend the next two days in Dallas and return to San Marcos on Sunday.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR MEALS AND LODGING AFTER THE CONFERENCE HAS ENDED?

ANSWER: If your extended stay has to do with official county business, the county will reimburse you for the extra meals and lodging. Examples of official county business may be that you are an officer in your association and you are required to extend your stay for additional meetings, or you will be meeting with your state senator or representative concerning the operation of your county. If your extended stay has to do with your own personal R&R, however, the extra cost would be yours and not Hays County's and therefore would not be reimbursed.

When checking in and out of the hotel, and riding back to the airport in the hotel limo, you give tips to the bellman and drivers.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR TIPS?

ANSWER: The county will not reimburse you for any tips.

When you return home, you must pay parking garage fees at the airport.

QUESTION: WILL THE COUNTY REIMBURSE ME FOR AIRPORT PARKING FEES?

ANSWER: The county will pay for airport parking while you are away on official county business. Keep your receipt and attach it to your reimbursement request.

QUESTION: Will the County pay for the miles traveled in my personal vehicle to and from the Austin Airport even if I live in Wimberley and work in San Marcos?

ANSWER: Yes the County will pay for your mileage at the IRS rate but the mileage begins and ends from your office in San Marcos.

You are now back and want to be reimbursed for your travel expense.

QUESTION: HOW CAN I BE REIMBURSED FOR ACTUAL TRAVEL EXPENSES?

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ANSWER: You must now file the Employee Travel Expense Form supporting the entire request you have made for reimbursement. You will deduct any advance travel expense funds you have received on the line provided on Employee Travel Expense Form. If you have problems with your Travel Expense Form, you will want to bring all of your travel receipts and documentation to the County Auditors office for assistance. Remember, Employee Travel Expense Forms MUST BE FILED NO LATER THAN 10 DAYS AFTER YOU RETURN TO THE COUNTY.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the Treasurer's and Investment Reports for the last 2 Quarters of FY 2019.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Britney Richey, Hays County Treasurer

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Approve the April 2019 - September 2019 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF APRIL 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 26,550.40	\$ 1,114.03	\$ 3,661,725.55	\$ 5,000,000.00	\$ 8,583,301.13	\$ -	\$ 106,088.85	\$ 76,632,392.02	\$ 76,738,480.87
Road and Bridge General	\$ 81,698.22	\$ 69.40	\$ 159,448.18	\$ -	\$ 235,369.67	\$ -	\$ 5,846.13	\$ 15,932,218.11	\$ 15,938,084.24
Medical and Dental Fund	\$ 12,711.58	\$ 52.78	\$ 1,364,626.00	\$ -	\$ 1,371,214.47	\$ -	\$ 6,175.89	\$ 13,335,874.71	\$ 13,342,050.60
Sheriff's Drug Forfeiture	\$ 8,231.50	\$ -	\$ -	\$ -	\$ 1,548.99	\$ -	\$ 6,682.51	\$ 152,893.25	\$ 159,575.76
Sheriff's Federal Discretionary	\$ 78,877.41	\$ 171.75	\$ 1,267.50	\$ -	\$ 1,763.70	\$ -	\$ 78,552.96	\$ -	\$ 78,552.96
District Attorney Drug Forfeiture	\$ 4,066.69	\$ -	\$ 142.47	\$ -	\$ 1,904.96	\$ -	\$ 2,304.20	\$ 68,117.47	\$ 70,421.67
Hot Check Fee Fund	\$ 44,672.81	\$ -	\$ 701.93	\$ -	\$ 135.72	\$ -	\$ 45,239.02	\$ -	\$ 45,239.02
Family Health Services	\$ 44,772.77	\$ 52.00	\$ 49,544.94	\$ -	\$ 85,369.82	\$ -	\$ 8,999.89	\$ 967.45	\$ 9,987.34
Juvenile Detention Center	\$ 146,995.39	\$ 362.98	\$ 303,204.57	\$ -	\$ 227,940.16	\$ -	\$ 222,622.78	\$ 94,045.51	\$ 316,688.29
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ 148,500.57	\$ -	\$ -	\$ -	\$ 148,501.57	\$ 57,264.18	\$ 205,765.75
HCL Provider Participation Fund	\$ 4,170.29	\$ -	\$ 2,575,040.37	\$ -	\$ -	\$ -	\$ 2,579,210.66	\$ 2,398,842.68	\$ 4,978,053.34
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 696,323.45	\$ 696,324.45
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,727,697.51	\$ 2,692,815.53
Historical Commission Trust Fund	\$ 54,708.36	\$ -	\$ 1,001.67	\$ -	\$ -	\$ -	\$ 55,710.03	\$ 188,410.29	\$ 244,120.32
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 691,543.14	\$ 691,544.14
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 28,796.92	\$ 28,797.92
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 718,352.61	\$ 718,353.61
Priority Road Bond Series 2011	\$ 446,590.40	\$ -	\$ -	\$ -	\$ 230,000.00	\$ -	\$ 216,590.40	\$ 4,514,559.28	\$ 4,731,149.68
Pass Thru Road Bond Series 2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Limited Tax Notes Series 2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,137,369.87	\$ 8,137,369.87
Pass Thru Road Bond Series 2016	\$ 1.00	\$ -	\$ 3,515.00	\$ 554,101.13	\$ 554,101.13	\$ -	\$ 3,516.00	\$ 33,792,956.86	\$ 33,796,472.86
Limited Tax Bond Series 2017	\$ 3,243,711.79	\$ -	\$ -	\$ -	\$ 3,243,710.79	\$ -	\$ 1.00	\$ 75,293,235.45	\$ 75,293,236.45
Road Construction Bond Series 2017	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 22,317,598.58	\$ 22,317,599.58
CDBG Disaster Recovery Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,426.00	\$ 2,851.71	\$ 4,277.71
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 35,816.50	\$ -	\$ -	\$ -	\$ 33,885.00	\$ -	\$ 1,931.50	\$ -	\$ 1,931.50
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 320,648.45	\$ 171.21	\$ -	\$ -	\$ 287,979.14	\$ -	\$ 52,840.52	\$ 16,619,573.49	\$ 16,672,414.01
GRAND TOTALS:	\$ 5,523,137.83	\$ 1,994.15	\$ 8,268,718.75	\$ 5,554,101.13	\$ 14,838,224.68	\$ -	\$ 4,509,727.18	\$ 273,401,884.54	\$ 277,911,611.72

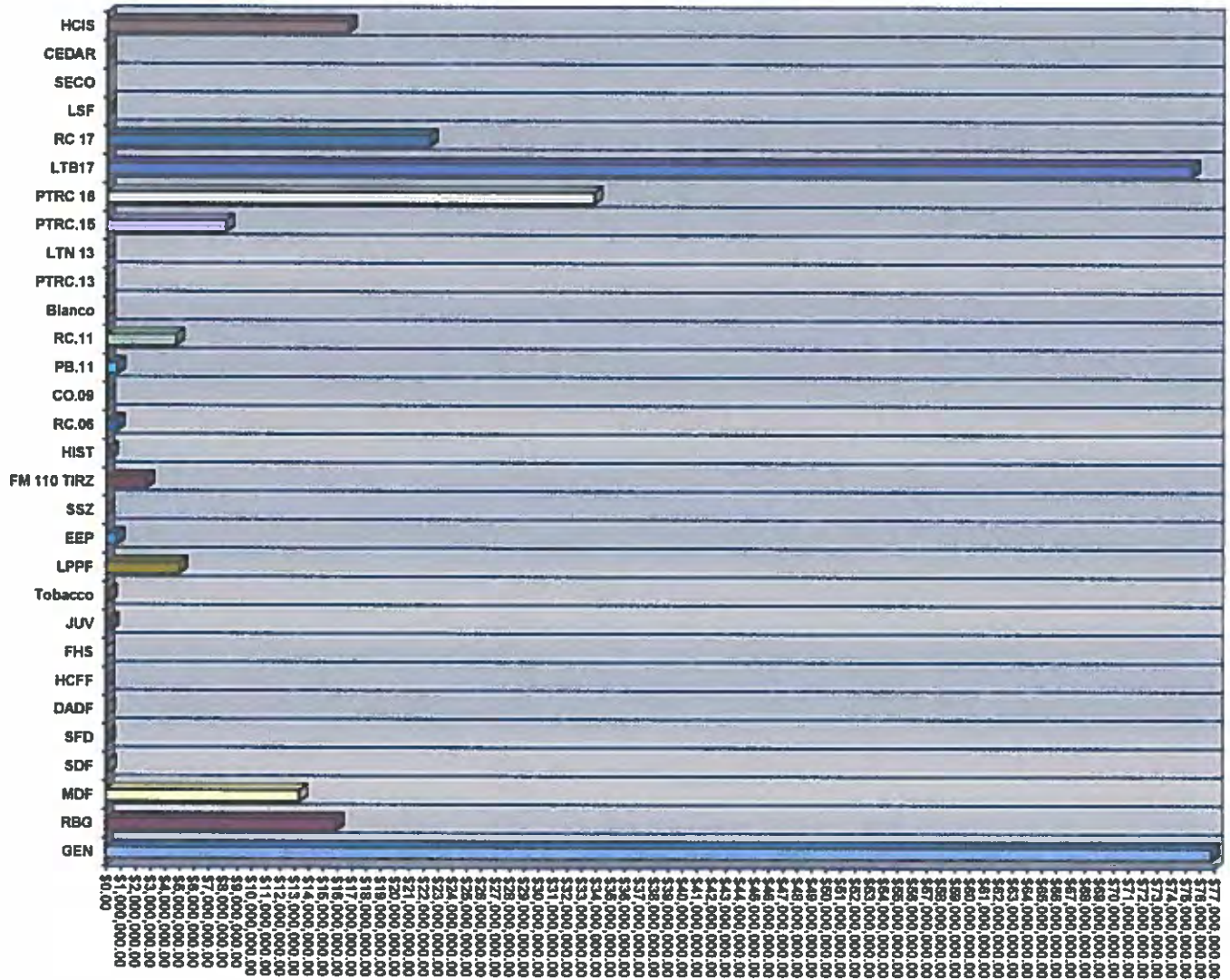
Hays County Treasurer's Investment Report

For April 2019

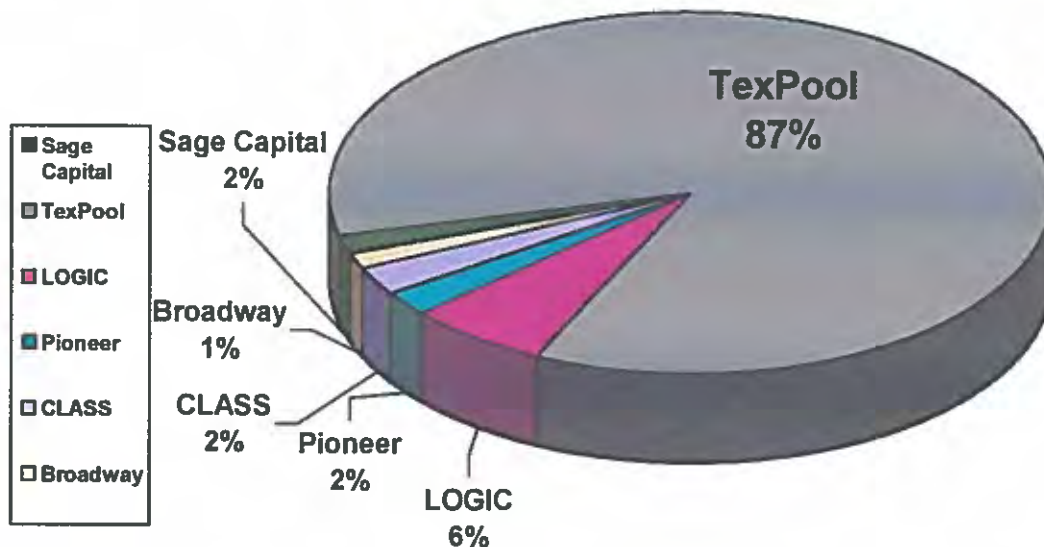
PAGE 1

SAGE CAPITAL BANK CHECKING					
Description	03/31/19 Balance	Interest	Deposits	Debits	04/30/19 Balance
All Funds (see Page 1)	\$ 5,523,137.83	1,994.15	13,822,819.88	14,838,224.68	4,509,727.18
TEXPOOL					
	2.4300%	1.00000			
Description	03/31/19 Balance	Interest	Deposits	Debits	04/30/19 Balance
General	\$ 65,342,956.57	126,444.04	459,702.82	5,000,000.00	60,929,103.43
Road and Bridge General	\$ 15,333,666.48	30,780.67	70,980.27		15,435,427.42
Medical and Dental Fund	\$ 8,899,832.92	17,807.86	-	-	8,917,640.78
Sheriff's Drug Forfeiture	\$ 152,587.91	305.34	-	-	152,893.25
D.A. Drug Forfeiture	\$ 67,917.62	135.90	-	-	68,053.52
Health Services Grants	\$ 484.86	0.90	-	-	485.76
Juvenile Center	\$ 93,857.72	187.79	-	-	94,045.51
Tobacco Settlement Fund	\$ 57,149.83	114.35	-	-	57,264.18
HCL Provider Participation Fund	\$ 2,394,052.39	4,790.29	-	-	2,398,842.68
FM 110 TRZ No 1	\$ 1,724,247.44	3,450.07	-	-	1,727,697.51
Energy Efficiency Project	\$ 694,932.95	1,390.50	-	-	696,323.45
Historical Commission Trust	\$ 188,025.21	376.22	-	-	188,401.43
Road Construction 2006	\$ 690,162.22	1,380.92	-	-	691,543.14
Certificates of Obligation '09	\$ -	-	-	-	-
Parks Bond 2011	\$ 716,909.65	1,434.46	-	-	718,344.11
Priority Road Bond Series 2011	\$ 35,077.75	70.20	-	-	35,147.95
Limited Tax Notes Series 2013	\$ -	-	-	-	-
Pass Thru Road Bond Series 2015	\$ -	-	-	-	-
Pass Thru Road Bond Series 2016	\$ 34,278,765.72	68,292.27	-	554,101.13	33,792,956.86
Limited Tax Bonds Series 2017	\$ 75,142,880.68	150,354.77	-	-	75,293,235.45
Road Construction Bond Series 2017	\$ 22,273,032.09	44,566.49	-	-	22,317,598.58
LCRA Service Fee Fund	\$ 2,846.00	5.71	-	-	2,851.71
Hays County I & S	\$ 14,660,354.42	29,597.84	187,944.83	609.98	14,877,287.11
All Funds	242,749,740.43	481,486.59	718,627.92	5,554,711.11	238,395,143.83

**Hays County Treasurer
Bank Account Balances
for 04/30/2019**



INVESTMENT ALLOCATION TOTALS April 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Britney Richey, Hays County Treasurer

Laura Nava, Assistant Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MAY 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 108,088.85	\$ 838.62	\$ 3,014,544.81	\$ 5,500,000.00	\$ 8,562,497.06	\$ -	\$ 58,975.02	\$ 71,633,003.81	\$ 71,691,978.83
Road and Bridge General	\$ 5,846.13	\$ 2,975.70	\$ 2,064,714.27	\$ 600,000.00	\$ 883,976.11	\$ -	\$ 1,789,559.99	\$ 15,418,552.28	\$ 17,208,112.27
Medical and Dental Fund	\$ 6,175.89	\$ 16.11	\$ 1,357,788.26	\$ -	\$ 1,354,936.52	\$ -	\$ 9,043.74	\$ 13,363,590.47	\$ 13,372,634.21
Sheriff's Drug Forfeiture	\$ 6,682.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,682.51	\$ 153,204.96	\$ 159,887.47
Sheriff's Federal Discretionary	\$ 78,552.96	\$ 165.45	\$ -	\$ -	\$ -	\$ -	\$ 78,718.41	\$ -	\$ 78,718.41
District Attorney Drug Forfeiture	\$ 2,304.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,304.20	\$ 68,256.28	\$ 70,560.48
Hot Check Fee Fund	\$ 45,239.02	\$ -	\$ 277.47	\$ -	\$ -	\$ -	\$ 45,516.49	\$ -	\$ 45,516.49
Family Health Services	\$ 8,999.89	\$ 65.34	\$ 52,016.74	\$ -	\$ 909.19	\$ -	\$ 60,172.78	\$ 969.35	\$ 61,142.13
Juvenile Detention Center	\$ 222,622.78	\$ 256.28	\$ 178,983.56	\$ -	\$ 232,956.79	\$ -	\$ 168,905.83	\$ 94,237.22	\$ 263,143.05
Tobacco Settlement Fund	\$ 148,501.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,501.57	\$ 57,380.95	\$ 205,882.52
HCL Provider Participation Fund	\$ 2,579,210.66	\$ -	\$ 2,747,874.20	\$ -	\$ 2,147,300.49	\$ -	\$ 3,179,784.37	\$ 2,403,733.37	\$ 5,583,517.74
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ 94,961.00	\$ 94,961.00	\$ -	\$ 1.00	\$ 270,619.80	\$ 270,620.80
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,731,219.86	\$ 2,696,337.88
Historical Commission Trust Fund	\$ 55,710.03	\$ -	\$ 228.00	\$ -	\$ -	\$ -	\$ 55,938.03	\$ 188,794.37	\$ 244,732.40
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 692,953.04	\$ 692,954.04
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 28,859.40	\$ 28,860.40
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 719,817.11	\$ 719,818.11
Priority Road Bond Series 2011	\$ 216,590.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,590.40	\$ 4,524,367.09	\$ 4,740,957.49
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,137,369.87	\$ 8,137,369.87
Pass Thru Road Bond Series 2016	\$ 3,516.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,516.00	\$ 33,861,852.70	\$ 33,865,368.70
Limited Tax Bond Series 2017	\$ 1.00	\$ -	\$ -	\$ 5,112,193.12	\$ 5,112,177.76	\$ -	\$ 16.36	\$ 70,329,605.92	\$ 70,329,622.28
Road Construction Bond Series 2017	\$ 1.00	\$ -	\$ -	\$ 862,000.00	\$ 676,718.39	\$ -	\$ 185,282.61	\$ 21,499,457.36	\$ 21,684,739.97
CDBG Disaster Recovery Program	\$ -	\$ -	\$ 55,500.00	\$ -	\$ -	\$ -	\$ 55,500.00	\$ -	\$ 55,500.00
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,426.00	\$ 2,857.60	\$ 4,283.60
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 1,931.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,931.50	\$ -	\$ 1,931.50
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 52,840.52	\$ 111.30	\$ -	\$ -	\$ -	\$ -	\$ 52,951.82	\$ 16,799,410.81	\$ 16,852,362.63
GRAND TOTALS:	\$ 4,509,727.18	\$ 4,428.80	\$ 9,471,927.11	\$ 12,169,154.12	\$ 19,066,433.31	\$ -	\$ 7,088,803.90	\$ 261,980,113.62	\$ 269,068,917.52

Hays County Treasurer's Investment Report

DRAFT For May 2019

PAGE 1

SAGE CAPITAL BANK CHECKING						
Description	4/30/19 Balance	Interest	Deposits	Debits	5/31/19 Balance	
All Funds (see Page 1)	\$ 4,509,727.18	4,428.80	21,641,081.23	19,066,433.31	7,088,803.90	
TEXPOOL						
	2.4000%	1.00008				
Description	4/30/19 Balance	Interest	Deposits	Debits	5/31/19 Balance	
General	\$ 60,929,103.43	120,867.75	350,240.71	5,500,000.00	55,900,211.89	
Road and Bridge General	\$ 15,435,427.42	30,659.63	54,602.43	600,000.00	14,920,689.48	
Medical and Dental Fund	\$ 8,917,640.78	18,180.93	-	-	8,935,821.71	
Sheriff's Drug Forfeiture	\$ 152,893.25	311.71	-	-	153,204.96	
D.A. Drug Forfeiture	\$ 68,053.52	138.76	-	-	68,192.28	
Health Services Grants	\$ 485.76	0.93	-	-	486.69	
Juvenile Center	\$ 94,045.51	191.71	-	-	94,237.22	
Tobacco Settlement Fund	\$ 57,264.18	116.77	-	-	57,380.95	
HCL Provider Participation Fund	\$ 2,398,842.68	4,890.69	-	-	2,403,733.37	
FM 110 TRZ No 1	\$ 1,727,697.51	3,522.35	-	-	1,731,219.86	
Energy Efficiency Project	\$ 696,323.45	1,046.35	-	426,750.00	270,619.80	
Historical Commission Trust	\$ 188,401.43	384.08	-	-	188,785.51	
Road Construction 2006	\$ 691,543.14	1,409.90	-	-	692,953.04	
Parks Bond 2011	\$ 718,344.11	1,464.50	-	-	719,808.61	
Priority Road Bond Series 2011	\$ 35,147.95	71.65	-	-	35,219.60	
Pass Thru Road Bond Series 2016	\$ 33,792,956.86	68,895.84	-	-	33,861,852.70	
Limited Tax Bonds Series 2017	\$ 75,293,235.45	148,563.59	-	5,112,193.12	70,329,605.92	
Road Construction Bond Series 2017	\$ 22,317,598.58	43,858.78	-	862,000.00	21,499,457.36	
LCRA Service Fee Fund	\$ 2,851.71	5.89	-	-	2,857.60	
Hays County I & S	\$ 14,877,287.11	30,476.82	145,600.52	-	15,053,364.45	
All Funds	238,395,143.83	475,058.63	550,443.66	12,500,943.12	226,919,703.00	

CLASS - MBIA

2.4200%

NAV 1.0000

PAGE 2

Description	4/30/19 Balance	Interest	Deposits	Debits	5/31/19 Balance
General	\$ 2,336,690.91	5,078.88	-	-	2,341,769.79
Certificates of Obligation '09	\$ 23,107.62	50.21	-	-	23,157.83
Road Construction Bond 2011	\$ 4,479,411.33	9,736.16	-	-	4,489,147.49
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	6,839,218.36	14,865.25	-	-	6,854,083.61

LOGIC

2.5410%

1.000010

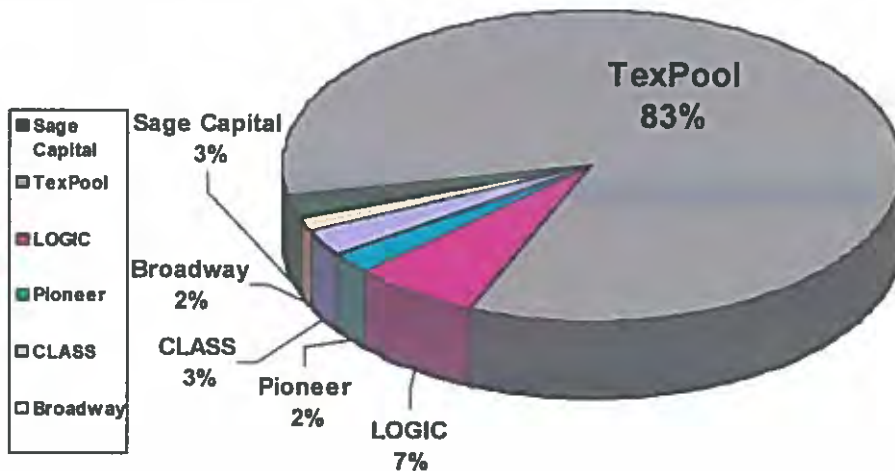
Description	4/30/19 Balance	Interest	Deposits	Debits	5/31/19 Balance
General	\$ 11,317,740.38	24,424.45	-	-	11,342,164.83
Road and Bridge General	\$ 496,790.69	1,072.11	-	-	497,862.80
Medical and Dental Fund	\$ 4,418,233.93	9,534.83	-	-	4,427,768.76
D.A. Drug Forfeiture	\$ 63.95	0.05	-	-	64.00
Health Services Grants	\$ 37.38	0.04	-	-	37.42
Family Health Services	\$ 444.31	0.93	-	-	445.24
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ 5,689.30	12.27	-	-	5,701.57
Hays County I & S	\$ 1,742,286.38	3,759.98	-	-	1,746,046.36
All Funds	17,981,295.18	38,804.66	-	-	18,020,099.84

CERTIFICATES OF DEPOSITS

Hays County Treasurer
Bank Account Balances
for 5/31/2019



INVESTMENT ALLOCATION TOTALS May 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Britney Richey, Hays County Treasurer

Laura Nava, Assistant Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF JUNE 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 58,975.02	\$ 1,339.56	\$ 6,580,108.50	\$ -	\$ 5,451,940.80	\$ -	\$ 1,188,482.28	\$ 69,796,950.73	\$ 70,985,433.01
Road and Bridge General	\$ 1,789,559.99	\$ 2,491.70	\$ 323,090.68	\$ -	\$ 1,765,361.17	\$ -	\$ 349,781.20	\$ 15,484,071.24	\$ 15,833,852.44
Medical and Dental Fund	\$ 9,043.74	\$ 59.04	\$ 476,444.49	\$ -	\$ 429,851.39	\$ -	\$ 55,695.88	\$ 13,390,149.43	\$ 13,445,845.31
Sheriff's Drug Forfeiture	\$ 6,682.51	\$ -	\$ 13,342.54	\$ -	\$ 8,284.39	\$ -	\$ 11,740.68	\$ 153,504.81	\$ 165,245.47
Sheriff's Federal Discretionary	\$ 78,718.41	\$ 137.95	\$ -	\$ -	\$ 6,092.60	\$ -	\$ 72,763.76	\$ -	\$ 72,763.76
District Attorney Drug Forfeiture	\$ 2,304.20	\$ -	\$ 18,160.79	\$ -	\$ 8,445.86	\$ -	\$ 12,019.13	\$ 68,389.82	\$ 80,408.95
Hot Check Fee Fund	\$ 45,516.49	\$ -	\$ 1,277.73	\$ -	\$ 1,677.46	\$ -	\$ 45,116.76	\$ -	\$ 45,116.76
Family Health Services	\$ 80,172.78	\$ 130.80	\$ 165,700.60	\$ -	\$ 211,556.11	\$ -	\$ 14,448.07	\$ 971.20	\$ 15,419.27
Juvenile Detention Center	\$ 168,905.83	\$ 425.60	\$ 376,706.49	\$ -	\$ 370,953.06	\$ -	\$ 175,084.86	\$ 94,421.64	\$ 269,506.50
Tobacco Settlement Fund	\$ 148,501.57	\$ -	\$ -	\$ -	\$ 153.50	\$ -	\$ 148,348.07	\$ 57,493.26	\$ 205,841.33
HCL Provider Participation Fund	\$ 3,179,784.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,179,784.37	\$ 2,408,437.86	\$ 5,588,222.23
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ 85,099.00	\$ 85,099.00	\$ -	\$ 1.00	\$ 186,011.24	\$ 186,012.24
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,734,608.10	\$ 2,699,726.12
Historical Commission Trust Fund	\$ 55,938.03	\$ -	\$ 617.94	\$ -	\$ 1,515.00	\$ -	\$ 55,040.97	\$ 189,163.86	\$ 244,204.83
CONSTRUCTION FUNDS:									
Road Construction Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 694,309.25	\$ 694,310.25
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 28,918.82	\$ 28,919.82
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ 21,887.19	\$ 21,887.19	\$ -	\$ 1.00	\$ 699,328.62	\$ 699,329.62
Priority Road Bond Series 2011	\$ 216,590.40	\$ -	\$ 230,000.00	\$ -	\$ 1,100.00	\$ -	\$ 445,490.40	\$ 4,533,687.56	\$ 4,979,177.96
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,137,369.87	\$ 8,137,369.87
Pass Thru Road Bond Series 2016	\$ 3,516.00	\$ -	\$ -	\$ 1,305,870.75	\$ 1,309,385.75	\$ -	\$ 1.00	\$ 32,621,292.86	\$ 32,621,293.86
Limited Tax Bond Series 2017	\$ 16.36	\$ -	\$ -	\$ 4,000,725.79	\$ 3,918,606.99	\$ -	\$ 82,135.16	\$ 66,464,593.65	\$ 66,546,728.81
Road Construction Bond Series 2017	\$ 185,282.61	\$ -	\$ -	\$ 769,448.21	\$ 954,729.82	\$ -	\$ 1.00	\$ 20,771,732.58	\$ 20,771,733.58
CDBG Disaster Recovery Program	\$ 55,500.00	\$ -	\$ -	\$ -	\$ 55,500.00	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,426.00	\$ 2,863.21	\$ 4,289.21
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 1,931.50	\$ -	\$ 247,337.50	\$ -	\$ 227,919.00	\$ -	\$ 21,350.00	\$ -	\$ 21,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 52,951.82	\$ 1,528.35	\$ 2,153,006.46	\$ 121,183.94	\$ 302,009.10	\$ -	\$ 2,026,661.47	\$ 16,798,311.71	\$ 18,824,973.18
GRAND TOTALS:	\$ 7,088,803.90	\$ 6,113.00	\$ 10,585,793.72	\$ 6,304,214.88	\$ 15,132,068.19	\$ -	\$ 8,852,857.31	\$ 254,316,581.32	\$ 263,169,438.63

Hays County Treasurer's Investment Report

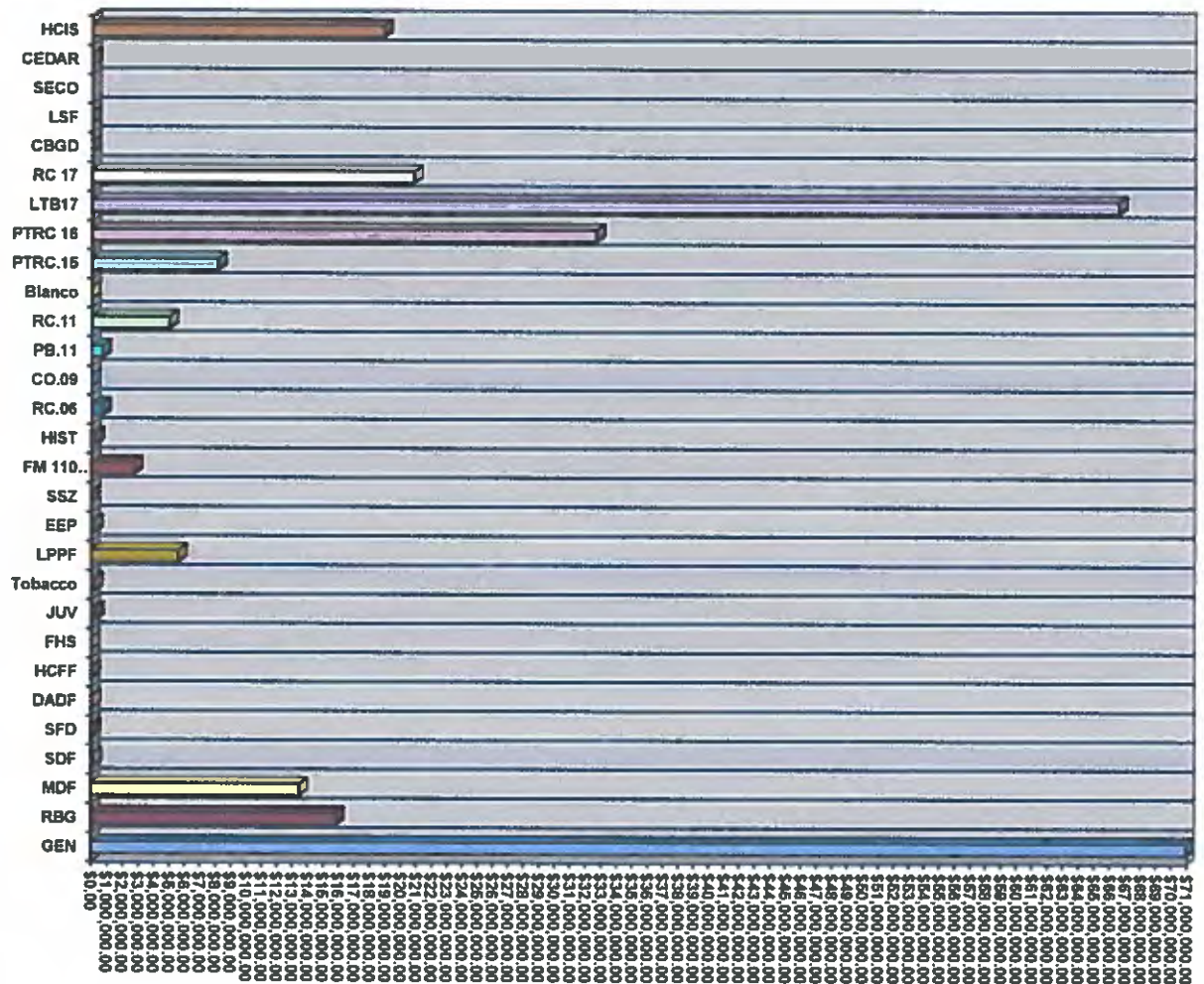
For June 2019

PAGE 1

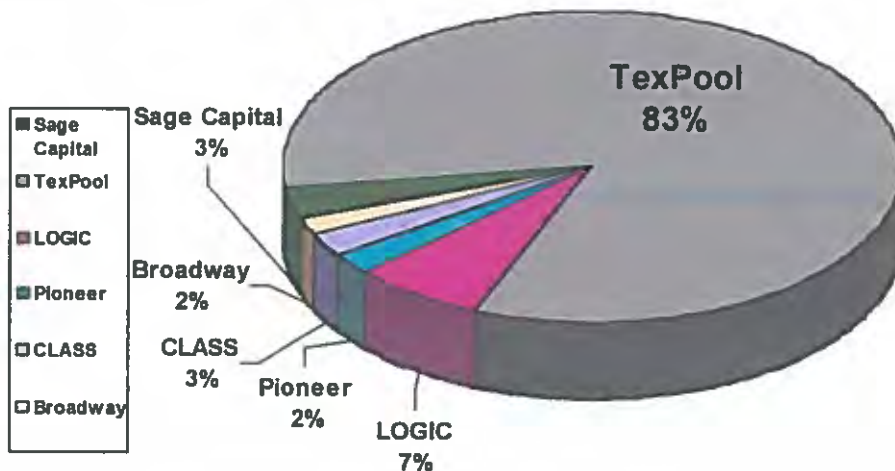
SAGE CAPITAL BANK CHECKING						
Description	5/31/19 Balance	Interest	Deposits	Debits	6/30/19 Balance	
All Funds (see Page 1)	\$ 7,088,803.90	6,113.00	16,890,008.60	15,132,068.19	8,852,857.31	
TEXPOOL						
	2.3800%	1.00012				
Description	5/31/19 Balance	Interest	Deposits	Debits	6/30/19 Balance	
General	\$ 55,900,211.89	106,987.62	228,899.29	2,200,000.00	54,036,098.81	
Road and Bridge General	\$ 14,920,689.48	29,249.08	35,250.05	-	14,985,188.61	
Medical and Dental Fund	\$ 8,935,821.71	17,488.88	-	-	8,953,310.59	
Sheriff's Drug Forfeiture	\$ 153,204.96	299.85	-	-	153,504.81	
D.A. Drug Forfeiture	\$ 68,192.28	133.49	-	-	68,325.77	
Health Services Grants	\$ 486.69	0.90	-	-	487.59	
Juvenile Center	\$ 94,237.22	184.42	-	-	94,421.64	
Tobacco Settlement Fund	\$ 57,380.95	112.31	-	-	57,493.26	
HCL Provider Participation Fund	\$ 2,403,733.37	4,704.49	-	-	2,408,437.86	
FM 110 TRZ No 1	\$ 1,731,219.86	3,388.24	-	-	1,734,608.10	
Energy Efficiency Project	\$ 270,619.80	490.44	-	85,099.00	186,011.24	
Historical Commission Trust	\$ 188,785.51	369.49	-	-	189,155.00	
Road Construction 2006	\$ 692,953.04	1,356.21	-	-	694,309.25	
Parks Bond 2011	\$ 719,808.61	1,398.70	-	21,887.19	699,320.12	
Priority Road Bond Series 2011	\$ 35,219.60	68.94	-	-	35,288.54	
Pass Thru Road Bond Series 2016	\$ 33,861,852.70	65,310.91	-	1,305,870.75	32,621,292.86	
Limited Tax Bonds Series 2017	\$ 70,329,605.92	135,713.52	-	4,000,725.79	66,464,593.65	
Road Construction Bond Series 2017	\$ 21,499,457.36	41,723.43	-	769,448.21	20,771,732.58	
LCRA Service Fee Fund	\$ 2,857.60	5.61	-	-	2,863.21	
Hays County I & S	\$ 15,053,364.45	29,445.49	87,062.65	121,183.94	15,048,688.65	
All Funds	226,919,703.00	438,432.02	351,211.99	8,504,214.88	219,205,132.14	

CLASS - MBIA						PAGE 2					
		2.5000%	NAV 1.0000								
Description		5/31/19 Balance	Interest	Deposits	Debits			6/30/19 Balance			
General		\$ 2,341,769.79	4,826.08	-	-			2,346,595.87			
Certificates of Obligation '09		\$ 23,157.83	47.73	-	-			23,205.56			
Road Construction Bond 2011		\$ 4,489,147.49	9,251.53	-	-			4,498,399.02			
Parks Bond 2011		\$ 8.50	-	-	-			8.50			
All Funds		6,854,083.61	14,125.34	-	-			6,868,208.95			
LOGIC		2.4927%	1.000187								
Description		5/31/19 Balance	Interest	Deposits	Debits			6/30/19 Balance			
General		\$ 11,342,164.83	23,233.92	-	-			11,365,398.75			
Road and Bridge General		\$ 497,862.80	1,019.83	-	-			498,882.63			
Medical and Dental Fund		\$ 4,427,768.76	9,070.08	-	-			4,436,838.84			
D.A. Drug Forfeiture		\$ 64.00	0.05	-	-			64.05			
Health Services Grants		\$ 37.42	0.05	-	-			37.47			
Family Health Services		\$ 445.24	0.90	-	-			446.14			
Historical Commission Trust		\$ 8.86	-	-	-			8.86			
Certificates of Obligation '09		\$ 5,701.57	11.69	-	-			5,713.26			
Hays County I & S		\$ 1,746,046.36	3,576.70	-	-			1,749,623.06			
All Funds		18,020,099.84	36,913.22	-	-			18,057,013.06			
CERTIFICATES OF DEPOSITS											
Description	Fund	Yield/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value	
Broadway Bank	PTRC 15	1.5% 10/01/2019		4,042,736.15	4,042,736.15	-	-	4,042,736.15	4,042,736.15	4,042,736.15	
Pioneer Bank	PTRC 15	.4491% 09/01/2019	4,094,633.72	4,094,633.72	4,094,633.72	-	-	4,094,633.72	4,094,633.72	4,094,633.72	
Pioneer Bank	General	1.75 % 12/20/2019	2,048,857.30	2,048,857.30	2,048,857.30	-	-	2,048,857.30	2,048,857.30	2,048,857.30	
TOTAL			6,143,491.02	10,186,227.17	10,186,227.17	-	-	10,186,227.17	10,186,227.17	10,186,227.17	
TOTAL Fund Balances		269,068,917.52						263,169,438.63			
BENCHMARK											
CURRENT 90 DAY TREASURY BILL YIELDING RATE 2.08%											

**Hays County Treasurer
Bank Account Balances
For 6/30/2019**



INVESTMENT ALLOCATION TOTALS June 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Britney Richey, Hays County Treasurer

Laura Nava, Assistant Hays County Treasurer

Marisol Villarreal-Alonzo, Hays County Auditor

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF JULY 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 1,188,482.28	\$ 1,343.34	\$ 3,277,653.07	\$ 3,300,000.00	\$ 7,720,469.42	\$ -	\$ 47,009.27	\$ 66,921,648.63	\$ 66,968,657.90
Road and Bridge General	\$ 349,781.20	\$ 570.45	\$ 330,079.35	\$ -	\$ 670,189.26	\$ -	\$ 10,241.74	\$ 15,559,920.01	\$ 15,570,161.75
Medical and Dental Fund	\$ 55,695.88	\$ 79.18	\$ 866,015.00	\$ -	\$ 845,397.29	\$ -	\$ 76,392.77	\$ 13,417,556.32	\$ 13,493,949.09
Sheriff's Drug Forfeiture	\$ 11,740.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,740.66	\$ 153,816.09	\$ 165,556.75
Sheriff's Federal Discretionary	\$ 72,763.76	\$ 149.72	\$ -	\$ -	\$ -	\$ -	\$ 72,913.48	\$ -	\$ 72,913.48
District Attorney Drug Forfeiture	\$ 12,019.13	\$ -	\$ -	\$ -	\$ 400.28	\$ -	\$ 11,618.85	\$ 68,528.42	\$ 80,147.27
Hot Check Fee Fund	\$ 45,116.76	\$ -	\$ 3,389.62	\$ -	\$ 455.36	\$ -	\$ 48,051.02	\$ -	\$ 48,051.02
Family Health Services	\$ 14,448.07	\$ 77.19	\$ 48,732.43	\$ -	\$ 13,315.85	\$ -	\$ 49,941.84	\$ 973.11	\$ 50,914.95
Juvenile Detention Center	\$ 175,084.86	\$ 508.49	\$ 185,948.18	\$ -	\$ 31,487.44	\$ -	\$ 330,054.09	\$ 94,613.11	\$ 424,667.20
Tobacco Settlement Fund	\$ 148,348.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,348.07	\$ 57,609.86	\$ 205,957.93
HCL Provider Participation Fund	\$ 3,179,784.37	\$ -	\$ -	\$ -	\$ 1,499,406.40	\$ -	\$ 1,680,377.97	\$ 2,413,321.80	\$ 4,093,699.77
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 186,388.47	\$ 186,389.47
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,738,125.62	\$ 2,703,243.64
Historical Commission Trust Fund	\$ 55,040.97	\$ -	\$ -	\$ -	\$ 3,520.05	\$ -	\$ 51,520.92	\$ 189,547.45	\$ 241,068.37
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 695,717.25	\$ 695,718.25
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 28,978.34	\$ 28,979.34
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 700,746.73	\$ 700,747.73
Priority Road Bond Series 2011	\$ 445,490.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,490.40	\$ 4,542,987.85	\$ 4,988,478.25
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,137,369.87	\$ 8,137,369.87
Pass Thru Road Bond Series 2016	\$ 1.00	\$ -	\$ -	\$ 1,200,000.00	\$ 1,100,000.00	\$ -	\$ 100,001.00	\$ 31,486,669.35	\$ 31,586,670.35
Limited Tax Bond Series 2017	\$ 82,135.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,135.16	\$ 66,599,373.46	\$ 66,681,508.62
Road Construction Bond Series 2017	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 20,813,854.40	\$ 20,813,855.40
CDBG Disaster Recovery Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,426.00	\$ 2,868.99	\$ 4,294.99
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,350.00	\$ -	\$ 21,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 2,026,681.47	\$ 4,059.72	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 2,026,721.19	\$ 16,948,672.04	\$ 18,975,393.23
GRAND TOTALS:	\$ 8,852,857.31	\$ 6,788.09	\$ 4,711,817.65	\$ 4,500,000.00	\$ 11,888,641.35	\$ -	\$ 6,182,821.70	\$ 250,759,287.17	\$ 256,942,108.87

Hays County Treasurer's Investment Report

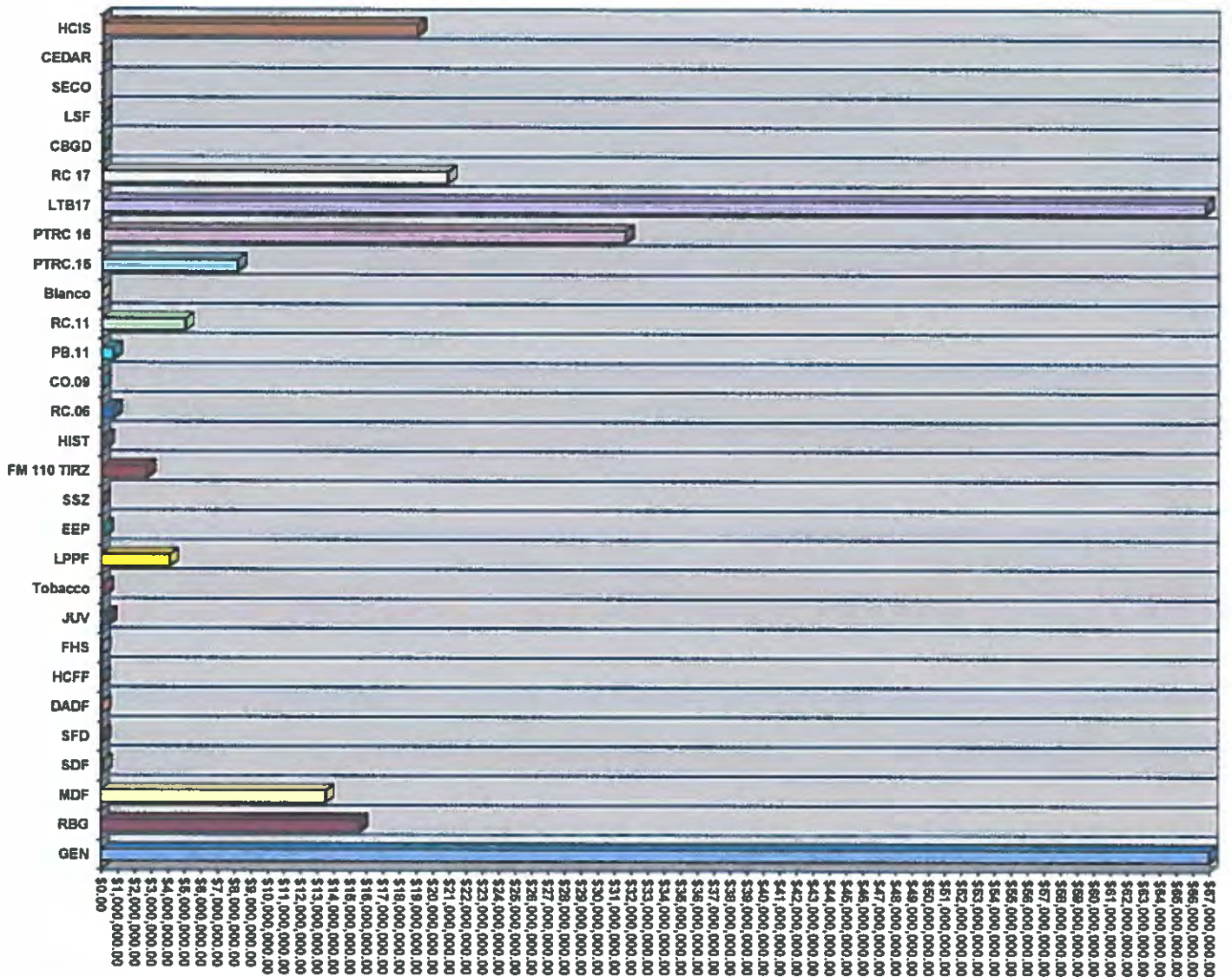
For July 2019

PAGE 1

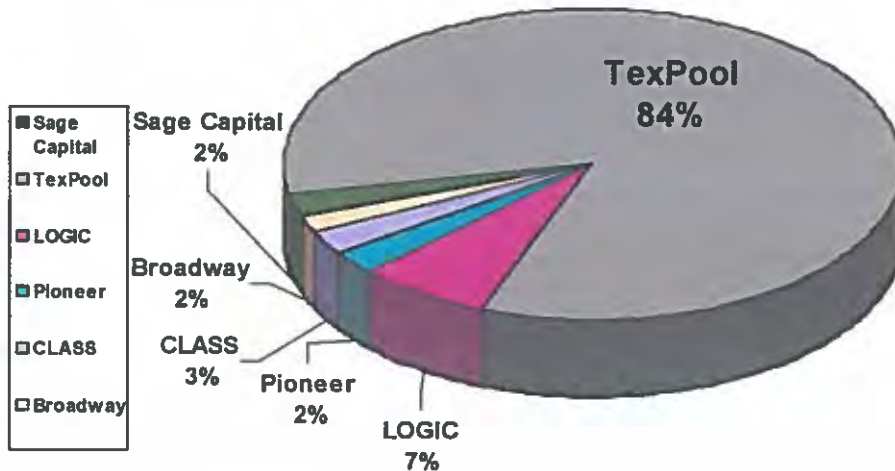
SAGE CAPITAL BANK CHECKING					
Description	6/30/19 Balance	Interest	Deposits	Debits	7/31/19 Balance
All Funds (see Page 1)	\$ 8,852,857.31	6,788.09	9,211,817.65	11,888,641.35	6,182,821.70
TEXPOOL					
	2.3900%	1.00005			
Description	6/30/19 Balance	Interest	Deposits	Debits	7/31/19 Balance
General	\$ 54,036,098.81	107,669.65	288,516.75	3,300,000.00	51,132,285.21
Road and Bridge General	\$ 14,985,188.61	30,425.90	44,382.68	-	15,059,997.19
Medical and Dental Fund	\$ 8,953,310.59	18,155.90	-	-	8,971,466.49
Sheriff's Drug Forfeiture	\$ 153,504.81	311.28	-	-	153,816.09
D.A. Drug Forfeiture	\$ 68,325.77	138.55	-	-	68,464.32
Health Services Grants	\$ 487.59	0.93	-	-	488.52
Juvenile Center	\$ 94,421.64	191.47	-	-	94,613.11
Tobacco Settlement Fund	\$ 57,493.26	116.60	-	-	57,609.86
HCL Provider Participation Fund	\$ 2,408,437.86	4,883.94	-	-	2,413,321.80
FM 110 TRZ No 1	\$ 1,734,608.10	3,517.52	-	-	1,738,125.62
Energy Efficiency Project	\$ 186,011.24	377.23	-	-	186,388.47
Historical Commission Trust	\$ 189,155.00	383.59	-	-	189,538.59
Road Construction 2006	\$ 694,309.25	1,408.00	-	-	695,717.25
Parks Bond 2011	\$ 699,320.12	1,418.11	-	-	700,738.23
Priority Road Bond Series 2011	\$ 35,288.54	71.56	-	-	35,360.10
Pass Thru Road Bond Series 2016	\$ 32,621,292.86	65,376.49	-	1,200,000.00	31,486,669.35
Limited Tax Bonds Series 2017	\$ 66,464,593.65	134,779.81	-	-	66,599,373.46
Road Construction Bond Series 2017	\$ 20,771,732.58	42,121.82	-	-	20,813,854.40
LCRA Service Fee Fund	\$ 2,863.21	5.78	-	-	2,868.99
Hays County I & S	\$ 15,048,688.65	30,615.45	116,096.84	-	15,195,400.94
All Funds	219,205,132.14	441,969.58	448,996.27	4,500,000.00	215,596,097.99

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Hays County Treasurer
Bank Account Balances
for 07/31/2019




INVESTMENT ALLOCATION TOTALS July 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Britney Richey, Hays County Treasurer


Laura Nava, Assistant Hays County Treasurer


Marisol Villarreal-Alonzo, Hays County Auditor

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF AUGUST 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 47,009.27	\$ 1,026.38	\$ 3,902,425.90	\$ 7,600,000.00	\$ 11,514,356.43	\$ -	\$ 36,105.12	\$ 59,599,625.22	\$ 59,635,730.34
Road and Bridge General	\$ 10,241.74	\$ 56.98	\$ 281,165.85	\$ -	\$ 255,000.00	\$ -	\$ 36,464.57	\$ 15,613,486.90	\$ 15,649,951.47
Medical and Dental Fund	\$ 76,392.77	\$ 124.27	\$ 1,311,652.39	\$ -	\$ 1,375,522.55	\$ -	\$ 12,646.88	\$ 13,442,909.20	\$ 13,455,556.08
Sheriff's Drug Forfeiture	\$ 11,740.66	\$ -	\$ 1,818.25	\$ -	\$ -	\$ -	\$ 13,558.91	\$ 154,099.77	\$ 167,658.68
Sheriff's Federal Discretionary	\$ 72,913.48	\$ 131.60	\$ -	\$ -	\$ -	\$ -	\$ 73,045.08	\$ -	\$ 73,045.08
District Attorney Drug Forfeiture	\$ 11,618.85	\$ -	\$ 3,580.40	\$ -	\$ -	\$ -	\$ 15,199.25	\$ 68,654.72	\$ 83,853.97
Hot Check Fee Fund	\$ 48,051.02	\$ -	\$ 469.75	\$ -	\$ -	\$ -	\$ 48,520.77	\$ -	\$ 48,520.77
Family Health Services	\$ 49,941.84	\$ 104.54	\$ 1,127,536.80	\$ -	\$ 1,109,341.04	\$ -	\$ 68,242.14	\$ 975.00	\$ 69,217.14
Juvenile Detention Center	\$ 330,054.09	\$ 381.02	\$ 341,930.79	\$ -	\$ 510,000.00	\$ -	\$ 162,365.90	\$ 94,787.60	\$ 257,153.50
Tobacco Settlement Fund	\$ 148,348.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,348.07	\$ 57,716.12	\$ 206,064.19
HCL Provider Participation Fund	\$ 1,680,377.97	\$ -	\$ 2,357,750.98	\$ -	\$ -	\$ -	\$ 4,038,128.95	\$ 2,417,772.53	\$ 6,455,901.48
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 186,732.20	\$ 186,733.20
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,741,331.13	\$ 2,706,449.15
Historical Commission Trust Fund	\$ 51,520.92	\$ -	\$ 84.00	\$ -	\$ -	\$ -	\$ 51,604.92	\$ 189,897.00	\$ 241,501.92
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 697,000.32	\$ 697,001.32
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 29,034.76	\$ 29,035.76
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 702,039.05	\$ 702,040.05
Priority Road Bond Series 2011	\$ 445,490.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,490.40	\$ 4,551,794.92	\$ 4,997,285.32
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ 12,422.79	\$ -	\$ -	\$ -	\$ 12,422.79	\$ 8,137,369.87	\$ 8,149,792.66
Pass Thru Road Bond Series 2016	\$ 100,001.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 1.00	\$ 31,544,738.43	\$ 31,544,739.43
Limited Tax Bond Series 2017	\$ 82,135.16	\$ -	\$ -	\$ 7,425,299.63	\$ 7,503,793.18	\$ -	\$ 3,641.61	\$ 59,291,722.51	\$ 59,295,364.12
Road Contruction Bond Series 2017	\$ 1.00	\$ -	\$ 10,248.97	\$ -	\$ -	\$ -	\$ 10,249.97	\$ 20,852,240.21	\$ 20,862,490.18
Road Contruction Bond 2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,513,060.64	\$ 106,513,060.64
CDBG Disaster Recovery Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,426.00	\$ 2,874.30	\$ 4,300.30
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,350.00	\$ -	\$ 21,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 2,026,721.19	\$ 3,186.65	\$ 2,142,355.15	\$ 7,000,000.00	\$ 11,138,928.14	\$ -	\$ 33,334.85	\$ 10,041,523.07	\$ 10,074,857.92
GRAND TOTALS:	\$ 6,182,821.70	\$ 5,011.44	\$ 11,493,442.02	\$ 22,025,299.63	\$ 33,506,941.34	\$ -	\$ 6,199,633.45	\$ 335,931,385.47	\$ 342,131,018.92

Hays County Treasurer's Investment Report

For August 2019

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	7/31/19 Balance	Interest	Deposits	Debits	8/31/19 Balance
All Funds (see Page 1)	\$ 6,182,821.70	5,011.44	33,518,741.65	33,506,941.34	6,199,633.45

TEXPOOL

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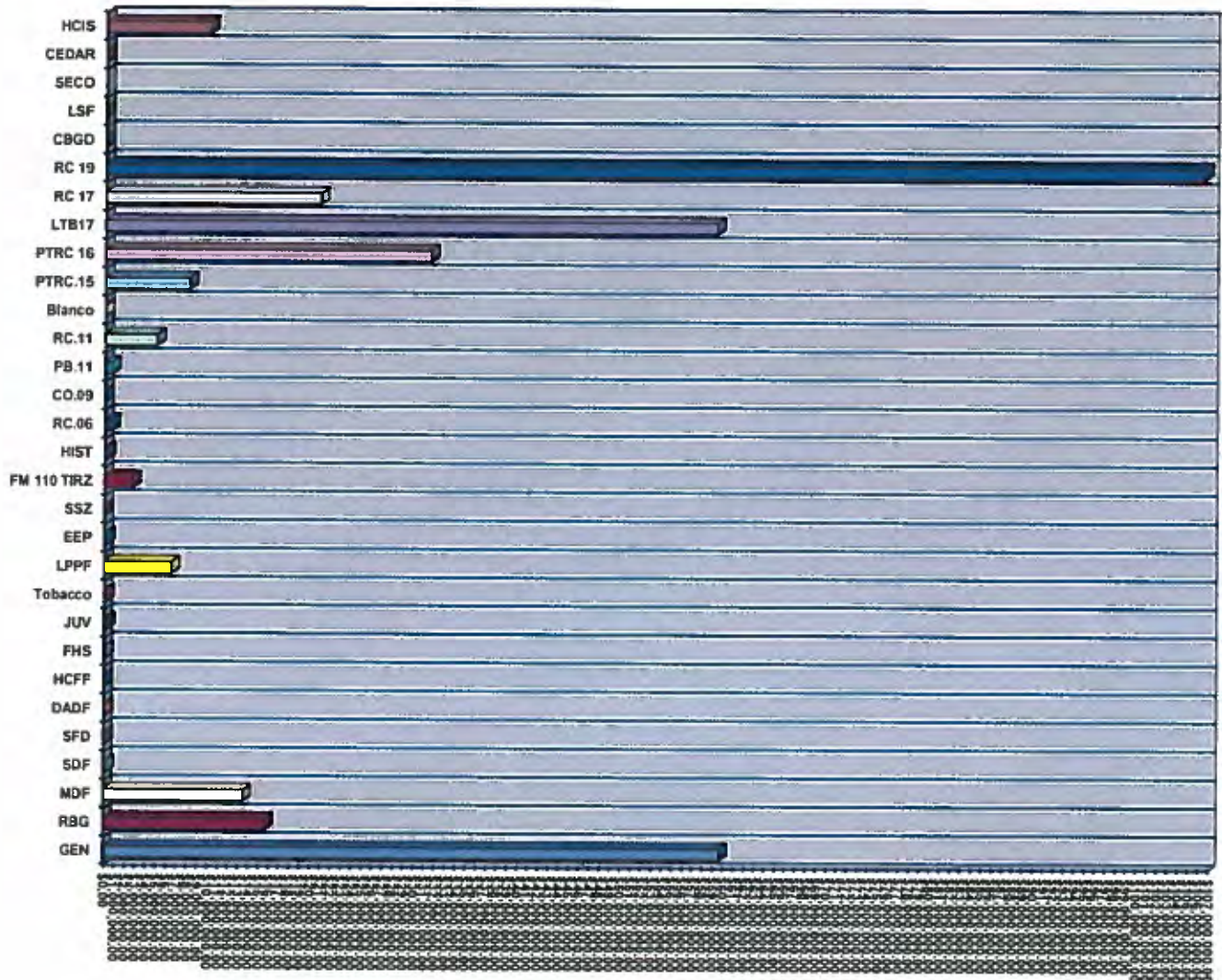
Description	7/31/19 Balance	Interest	Deposits	Debits	8/31/19 Balance
General	\$ 51,132,285.21	87,629.99	163,225.61	7,600,000.00	43,783,140.81
Road and Bridge General	\$ 15,059,997.19	27,807.89	24,768.72	-	15,112,573.80
Medical and Dental Fund	\$ 8,971,466.49	16,545.58	-	-	8,988,012.07
Sheriff's Drug Forfeiture	\$ 153,816.09	283.68	-	-	154,099.77
D.A. Drug Forfeiture	\$ 68,464.32	126.25	-	-	68,590.57
Health Services Grants	\$ 488.52	0.93	-	-	489.45
Juvenile Center	\$ 94,613.11	174.49	-	-	94,787.60
Tobacco Settlement Fund	\$ 57,609.86	106.26	-	-	57,716.12
HCL Provider Participation Fund	\$ 2,413,321.80	4,450.73	-	-	2,417,772.53
FM 110 TRZ No 1	\$ 1,738,125.62	3,205.51	-	-	1,741,331.13
Energy Efficiency Project	\$ 186,388.47	343.73	-	-	186,732.20
Historical Commission Trust	\$ 189,538.59	349.55	-	-	189,888.14
Road Construction 2006	\$ 695,717.25	1,283.07	-	-	697,000.32
Parks Bond 2011	\$ 700,738.23	1,292.32	-	-	702,030.55
Priority Road Bond Series 2011	\$ 35,360.10	65.19	-	-	35,425.29
Pass Thru Road Bond Series 2016	\$ 31,486,669.35	58,069.08	-	-	31,544,738.43
Limited Tax Bonds Series 2017	\$ 66,599,373.46	117,648.68	-	7,425,299.63	59,291,722.51
Road Construction Bond Series 2017	\$ 20,813,854.40	38,385.81	-	-	20,852,240.21
Road Construction Bond 2019	\$ -	113,060.64	106,400,000.00	-	106,513,060.64
LCRA Service Fee Fund	\$ 2,868.99	5.31	-	-	2,874.30
Hays County I & S	\$ 15,195,400.94	20,678.64	68,699.33	7,000,000.00	8,284,778.91
All Funds	215,596,097.99	491,513.33	106,656,693.66	22,025,299.63	300,719,005.35

CLASS - MBIA

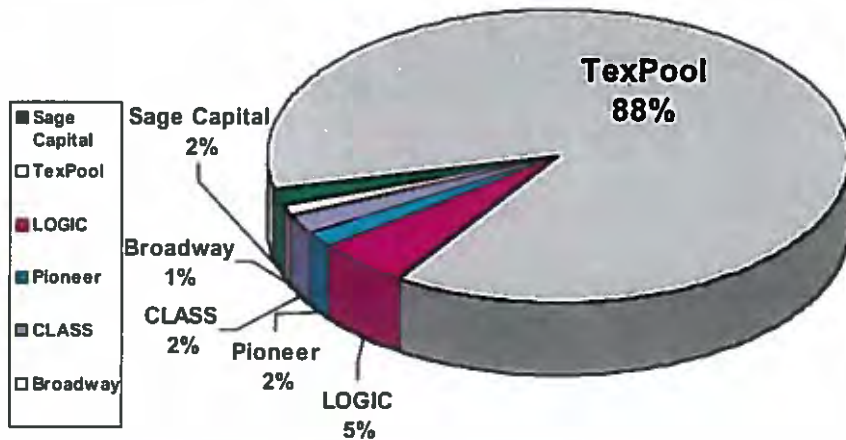
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Hays County Treasurer
Bank Balances
for 08/31/2019



INVESTMENT ALLOCATION TOTALS August 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Britney Richey, Hays County Treasurer


Laura Nava, Assistant Hays County Treasurer


Marisol Villarreal-Alonzo, Hays County Auditor

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF SEPTEMBER 2019

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 36,105.12	\$ 1,350.03	\$ 11,592,217.90	\$ 4,023,339.12	\$ 13,271,029.96	\$ 1,000,000.00	\$ 1,381,982.21	\$ 52,591,859.06	\$ 53,973,841.27
Road and Bridge General	\$ 36,464.57	\$ 325.75	\$ 462,942.41	\$ 2,895,896.82	\$ 3,388,501.35	\$ -	\$ 7,128.20	\$ 12,415,385.21	\$ 12,422,513.41
Medical and Dental Fund	\$ 12,646.88	\$ 4.60	\$ 2,983,089.04	\$ -	\$ 2,985,210.52	\$ -	\$ 10,530.00	\$ 13,467,114.80	\$ 13,477,644.80
Sheriff's Drug Forfeiture	\$ 13,558.91	\$ -	\$ 7,009.82	\$ -	\$ 4,029.52	\$ -	\$ 16,539.21	\$ 154,373.79	\$ 170,913.00
Sheriff's Federal Discretionary	\$ 73,045.08	\$ 124.03	\$ -	\$ -	\$ 1,851.07	\$ -	\$ 71,318.04	\$ -	\$ 71,318.04
District Attorney Drug Forfeiture	\$ 15,199.25	\$ -	\$ 913.72	\$ -	\$ 16,111.97	\$ -	\$ 1.00	\$ 65,792.12	\$ 65,793.12
Hot Check Fee Fund	\$ 48,520.77	\$ -	\$ 300.88	\$ -	\$ 2,749.77	\$ -	\$ 46,071.88	\$ -	\$ 46,071.88
Family Health Services	\$ 68,242.14	\$ 30.07	\$ 178,096.67	\$ -	\$ 246,337.81	\$ -	\$ 31.07	\$ 487.34	\$ 518.41
Juvenile Detention Center	\$ 162,365.90	\$ 167.11	\$ 1,238,251.33	\$ -	\$ 1,392,855.25	\$ -	\$ 7,929.09	\$ 163.02	\$ 8,092.11
Tobacco Settlement Fund	\$ 148,348.07	\$ -	\$ -	\$ -	\$ 334.60	\$ -	\$ 148,013.47	\$ 57,818.75	\$ 205,832.22
HCL Provider Participation Fund	\$ 4,038,128.95	\$ -	\$ 158,381.60	\$ 1,771,572.94	\$ 2,968,083.49	\$ 3,000,000.00	\$ -	\$ 3,652,915.54	\$ 3,652,915.54
Energy Efficiency Project	\$ 1.00	\$ -	\$ 369,415.00	\$ 67,335.00	\$ 436,750.00	\$ -	\$ 1.00	\$ 119,714.40	\$ 119,715.40
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 965,118.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,118.02	\$ 1,744,427.56	\$ 2,709,545.58
Historical Commission Trust Fund	\$ 51,604.92	\$ -	\$ 855.62	\$ 26,410.95	\$ 78,015.87	\$ -	\$ 855.62	\$ 163,815.11	\$ 164,670.73
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 698,239.73	\$ 698,240.73
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ 2,365,293.01	\$ 2,365,294.01	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ 44,535.25	\$ 44,535.25	\$ -	\$ 1.00	\$ 658,680.91	\$ 658,681.91
Priority Road Bond Series 2011	\$ 445,490.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,490.40	\$ 4,560,049.34	\$ 5,005,539.74
Pass Thru Road Bond Series 2015	\$ 12,422.79	\$ -	\$ 12,278.16	\$ -	\$ 12,278.16	\$ -	\$ 12,422.79	\$ -	\$ 12,422.79
Pass Thru Road Bond Series 2016	\$ 1.00	\$ -	\$ -	\$ 7,386,635.41	\$ 7,386,635.41	\$ -	\$ 1.00	\$ 32,308,308.32	\$ 32,308,309.32
Limited Tax Bond Series 2017	\$ 3,641.61	\$ -	\$ -	\$ 1,271,353.90	\$ 1,274,994.51	\$ -	\$ 1.00	\$ 55,735,264.74	\$ 55,735,265.74
Road Construction Bond Series 2017	\$ 10,249.97	\$ -	\$ -	\$ 1,028,774.46	\$ 1,039,023.40	\$ -	\$ 1.03	\$ 19,681,787.22	\$ 19,681,788.25
Road Construction Bond 2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,702,463.22	\$ 106,702,463.22
CDBG Disaster Recovery Program	\$ -	\$ -	\$ 31,500.00	\$ -	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1,426.00	\$ -	\$ -	\$ -	\$ 0.43	\$ -	\$ 1,425.57	\$ 2,879.41	\$ 4,304.98
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 21,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,350.00	\$ -	\$ 21,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 33,334.85	\$ 57.91	\$ -	\$ -	\$ -	\$ -	\$ 33,392.76	\$ 10,092,251.48	\$ 10,125,644.24
GRAND TOTALS:	\$ 6,199,633.45	\$ 2,059.50	\$ 17,035,252.15	\$ 20,881,146.86	\$ 36,946,122.35	\$ 4,000,000.00	\$ 3,171,969.61	\$ 314,873,791.07	\$ 318,045,760.68

Hays County Treasurer's Investment Report

For September 2019

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	8/31/19 Balance	Interest	Deposits	Debits	9/30/19 Balance
All Funds (see Page 1)	\$ 6,199,633.45	2,059.50	37,916,399.01	40,946,122.35	3,171,969.61

TEXPOOL

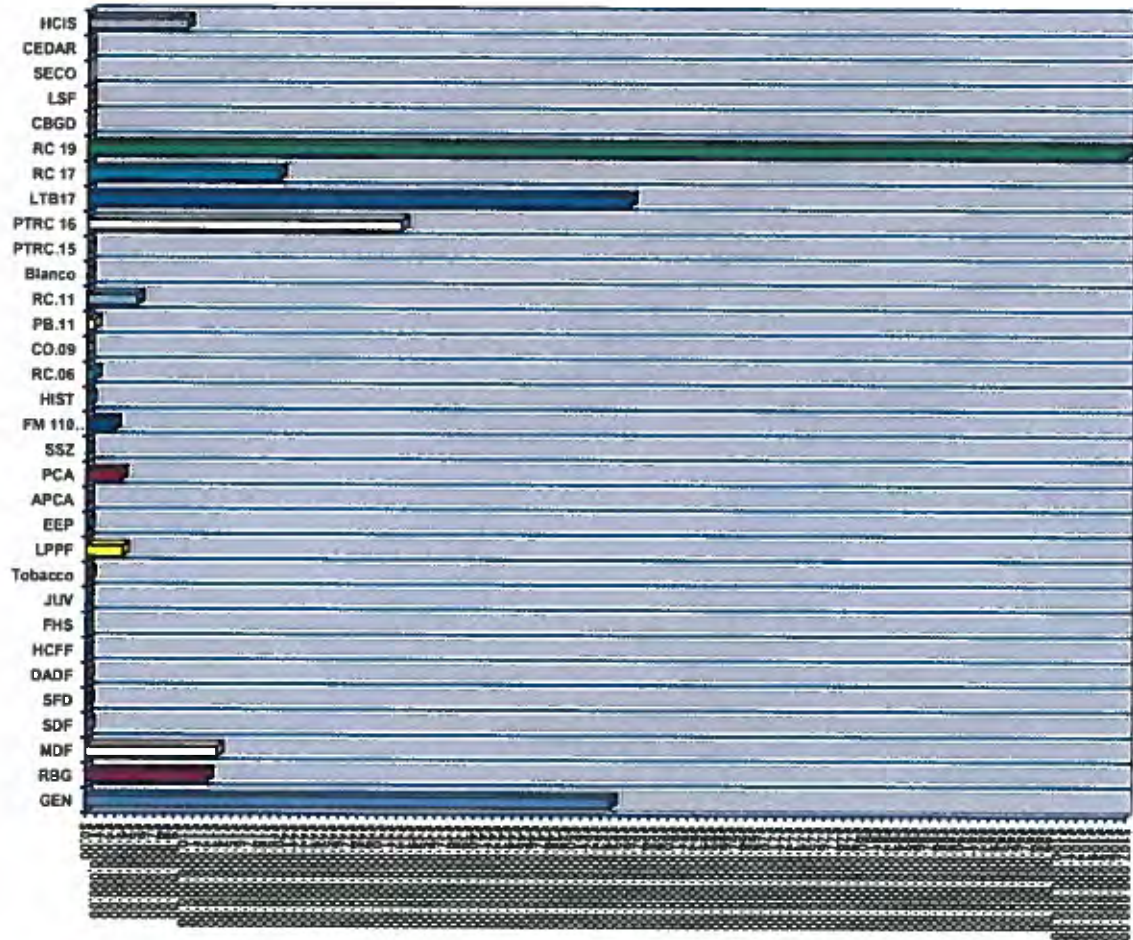
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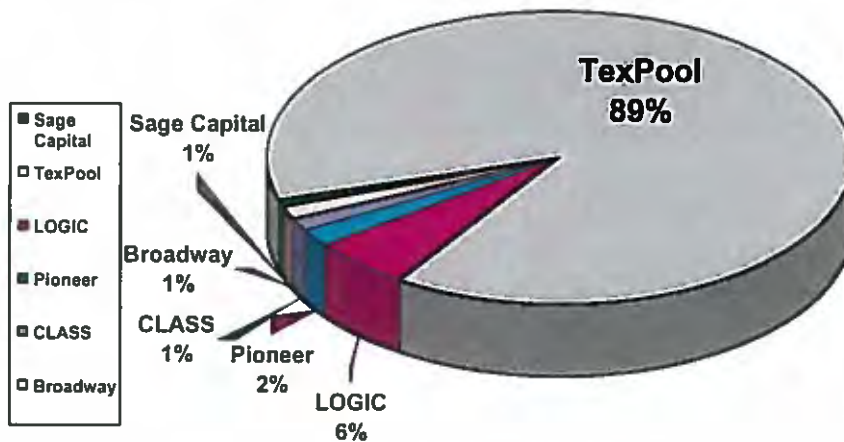
Description	8/31/19 Balance	Interest	Deposits	Debits	9/30/19 Balance
General	\$ 43,783,140.81	75,894.56	1,113,229.79	5,889,367.34	39,082,897.82
Road and Bridge General	\$ 15,112,573.10	23,006.57	15,295.42	3,237,327.57	11,913,547.52
Medical and Dental Fund	\$ 8,988,012.07	15,982.59	-	-	9,003,994.66
Sheriff's Drug Forfeiture	\$ 154,099.77	274.02	-	-	154,373.79
D.A. Drug Forfeiture	\$ 68,590.57	121.74	-	2,984.39	65,727.92
Health Services Grants	\$ 489.45	0.89	-	489.45	0.89
Juvenile Center	\$ 94,787.60	163.02	-	94,787.60	163.02
Tobacco Settlement Fund	\$ 57,716.12	102.63	-	-	57,818.75
HCL Provider Participation Fund	\$ 2,417,772.53	6,715.95	3,000,000.00	1,771,572.94	3,652,915.54
FM 110 TRZ No 1	\$ 1,741,331.13	3,096.43	-	-	1,744,427.56
Energy Efficiency Project	\$ 186,732.20	317.20	-	67,335.00	119,714.40
Historical Commission Trust	\$ 189,888.14	329.06	-	26,410.95	163,806.25
Road Construction 2006	\$ 697,000.32	1,239.41	-	-	698,239.73
Parks Bond 2011	\$ 702,030.55	1,177.11	-	44,535.25	658,672.41
Priority Road Bond Series 2011	\$ 35,425.29	62.99	-	-	35,488.28
Pass Thru Road Bond Series 2016	\$ 31,544,738.43	51,669.55	8,187,808.21	15,663,716.08	24,120,500.11
Limited Tax Bonds Series 2017	\$ 59,291,722.51	103,913.62	-	3,660,371.39	55,735,264.74
Road Construction Bond Series 2017	\$ 20,852,240.21	35,364.83	-	1,205,817.82	19,681,787.22
Road Construction Bond 2019	\$ 106,513,060.64	189,402.58	-	-	106,702,463.22
LCRA Service Fee Fund	\$ 2,874.30	5.11	-	-	2,879.41
Hays County I & S	\$ 8,284,778.91	14,755.54	32,730.20	-	8,332,264.65
All Funds	300,719,004.65	523,595.40	12,349,063.62	31,664,715.78	281,926,947.89

CLASS - MBIA		2.2000%	NAV 1.00020786			PAGE 2					
<u>Description</u>		<u>8/31/19 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>9/30/19 Balance</u>					
General		\$ 2,355,970.28	3,577.35	-	2,359,547.63	-					
Certificates of Obligation '09		\$ 23,298.25	35.37	-	23,333.62	-					
Road Construction Bond 2011		\$ 4,516,369.63	8,191.43	-	-	4,524,561.06					
Parks Bond 2011		\$ 8.50	-	-	-	8.50					
All Funds		6,895,646.66	11,804.15	-	2,382,881.25	4,524,569.56					
LOGIC		2.2461%	1.000032								
<u>Description</u>		<u>8/31/19 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>9/30/19 Balance</u>					
General		\$ 11,411,656.83	21,064.02	-	-	11,432,720.85					
Road and Bridge General		\$ 500,913.10	924.59	-	-	501,837.69					
Medical and Dental Fund		\$ 4,454,897.13	8,223.01	-	-	4,463,120.14					
D.A. Drug Forfeiture		\$ 64.15	0.05	-	-	64.20					
Health Services Grants		\$ 37.56	0.04	-	-	37.60					
Family Health Services		\$ 447.99	0.86	-	-	448.85					
Historical Commission Trust		\$ 8.86	-	-	-	8.86					
Certificates of Obligation '09		\$ 5,736.51	8.87	-	5,745.38	-					
Hays County I & S		\$ 1,756,744.16	3,242.67	-	-	1,759,986.83					
All Funds		18,130,506.29	33,464.11	-	5,745.38	18,158,225.02					
CERTIFICATES OF DEPOSITS											
<u>Description</u>		<u>Fund</u>	<u>Yield/ Maturity</u>	<u>Balances 08/31/2019</u>			<u>Transactions</u>		<u>Balances 09/30/2019</u>		
				<u>Par Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Purchases</u>	<u>Maturities</u>	<u>Par Value</u>	<u>Book Value</u>	<u>Market Value</u>
Pioneer Bank		PTRC 16	.8963% 03/01/2020	-	-	-	4,114,871.18	-	4,114,871.18	4,114,871.18	4,114,871.18
Broadway Bank		PTRC 16	1.5% 10/01/2019	4,042,736.15	4,042,736.15	4,042,736.15	-	-	4,042,736.15	4,072,937.03	4,072,937.03
Pioneer Bank		PTRC 16	.4491% 09/01/2019	4,094,633.72	4,094,633.72	4,094,633.72	-	4,114,871.18	-	-	-
Pioneer Bank		General	1.75 % 12/20/2019	2,048,857.30	2,048,857.30	2,048,857.30	-	-	2,076,240.39	2,076,240.39	2,076,240.39
TOTAL				10,186,227.17	10,186,227.17	10,186,227.17	4,114,871.18	4,114,871.18	10,233,847.72	10,264,048.60	10,264,048.60
TOTAL Fund Balances			342,131,018.22				318,045,760.68				
BENCHMARK											
CURENT 90 DAY TREASURY BILL YIELDING RATE 1.84%											

Hays County Treasurer's Office
Bank Account Balances
For 9/30/2019



INVESTMENT ALLOCATION TOTALS September 2019



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Britney Richey, Hays County Treasurer


Laura Nava, Assistant Hays County Treasurer


Marisol Villarreal-Alonzo, Hays County Auditor

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a Non-Revenue Agreement to the Central Texas Regional Mobility Authority and the Cameron County Regional Mobility Authority to update and/or establish non-revenue accounts for law enforcement vehicles.

ITEM TYPE

CONSENT

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Hays County will need to process exemption request for each toll authority to avoid toll charges for law enforcement vehicles and add/remove vehicles accordingly. Hays County is not automatically exempt from tolls. Submission of these agreements will also void any pending toll charges accumulated by law enforcement vehicles.

NON-REVENUE USER AGREEMENT

As a user of Non-Revenue Account, and utilizing Non-Revenue License Recognition as established to this agency by the Central Texas Regional Mobility Authority, I have read the applicable portion of Section 370.177, Texas Transportation Code and Section 503(b) of the Master Indenture authorizing the Authority's outstanding revenue bonds, both of which cover free passage of toll roads by authorized emergency vehicles.

Section 370.177, Texas Transportation Code, provides a specific exemption from toll payments. This exemption is limited to, authorized emergency vehicles as defined by Section 541.201, Texas Transportation Code. Section 541.201 defines "authorized emergency vehicle" to include:

(A) a fire department or police vehicle; (B) a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; (C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality; (D) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency; (E) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas; or (F) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs.

The Authority has a provision in their Master Indenture which allows for free passage for Authorized Emergency Vehicles.

By providing applicable License Plate Numbers, you and all employees using the CTRMA system agree to abide by the terms and conditions set forth in this agreement.

The License Plates Numbers **are not for personal or private use** and may not be transferred, loaned or otherwise used by anyone other than the authorized users.

To the extent of any conflict or inconsistency between your internal policy respecting use of these License Plates Numbers terms and conditions of this agreement, this letter shall control.

By providing the License Plate Numbers, you and all employees using the CTRMA system agree to abide by the terms and conditions set forth in this letter.

You will provide updates to the License Plate List whenever a new vehicle is put into service and/or vehicle license plates are removed or taken out of service.

On a yearly basis, you will permit the CTRMA to audit use of the License Plate imaging.

This agency agrees to abide by the requirements of both Texas law and the Authority's Master Indenture while utilizing CTRMA toll facilities.

By: _____

Please Print Name & Title

Signature

SWORN and SUBSCRIBED before me this

_____ Day of _____, 2020

Who is personally known to me

Notary Public

ACCOUNT INFORMATION

Organization Name: _____

Desired Account Title *(if different than organization name)*: _____

Address: _____ City/State/Zip: _____

Contact Name: _____

Phone: _____ Email: _____

NON-REVENUE USER AGREEMENT

As a user of Non-Revenue Account, and utilizing Non-Revenue License Recognition as established to this agency by the Cameron County Regional Mobility Authority, I have read the applicable portion of Section 370.177, Texas Transportation Code and Section 503(b) of the Master Indenture authorizing the Authority's outstanding revenue bonds, both of which cover free passage of toll roads by authorized emergency vehicles.

Section 370.177, Texas Transportation Code, provides a specific exemption from toll payments. This exemption is limited to, authorized emergency vehicles as defined by Section 541.201, Texas Transportation Code. Section 541.201 defines "authorized emergency vehicle" to include:

- (A) A fire department or police vehicle; (b) a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; (C) a municipal department or public service corporation emergency vehicle that has been designated or authorized by the governing body of a municipality; (D) a private vehicle of a volunteer firefighter or a certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency; (E) an industrial emergency response vehicle, including an industrial ambulance, when responding to an emergency, but only if the vehicle is operated in compliance with criteria in effect September 1, 1989, and established by the predecessor of the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas; or (F) a vehicle of a blood bank or tissue bank, accredited or approved under the laws of this state or the United States, when making emergency deliveries of blood, drugs, medicines, or organs.

The Authority has a provision in their Master Indenture which allows for free passage for Authorized Emergency Vehicles.

By providing applicable License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this agreement.

The License Plates Numbers are **not for personal or private use** and may not be transferred, loaned or otherwise used by anyone other than the authorized users.

To the extent of any conflict or inconsistency between your internal policy respecting use of these License Plates Numbers terms and conditions of this agreement, this letter shall control.

By providing the License Plate Numbers, you and all employees using the CCRMA system agree to abide by the terms and conditions set forth in this letter.

You will provide updates to the License Plate List whenever a new vehicle is put into service and/or vehicle license plates are removed or taken out of service.

On a yearly basis, you will permit the CCRMA to audit use of the License Plate imaging.

This agency agrees to abide by the requirements of both Texas Law and the Authority's Master Indenture while utilizing CCRMA toll facilities.

By: _____
Please Print Name & Title

Signature

SWORN and SUBSCRIBED before me this _____

Day of _____, 2020

Who is personally known to me

Notary Public

ACCOUNT INFORMATION

Organization Name: _____

Desired Account Title (*if different than organization name*): _____

Address: _____ City/State/Zip: _____

Contact Name: _____

Phone: _____ Email: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #0575587 in the amount of \$60,000.00, release of the re-vegetation bond #HSIFSU0724193 in the amount of \$22,500.00, and the acceptance of roads into the county road maintenance system for Great Hills subdivision, Section 6.

ITEM TYPE

ACTION-ROADS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. It includes: Peak Lane (432 ft.), a segment of Duchess Pass (1,420 ft.), and a segment of Railyard Drive (1,843 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Supplemental No. 4 to a Professional Service Agreement (PSA) with Johnson, Mirmiran & Thompson Inc. (JMT) for the FM 110 Middle project as part of the Hays County/TxDOT Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 28, 2020	\$9,029.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding/Michael J. Weaver	INGALSBE	N/A

SUMMARY

Additional funds will allow for the execution of a Supplemental No. 8 to Work Authorization No. 1 for JMT's subconsultant SAM, Inc. to prepare the field notes required to complete the documents to assist LAN with the survey work for the description of the easement area that needs to be vacated in relation to an easement across some of the property that was purchased for the project. There is a possibility the County may be able to recover these costs from the Title Company as the easement was not identified on the title work when the county closed on the property.

RECEIVED
JAN 06 2040
PSI

136

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

Johnson, Mirmiran & Thompson, Inc.

By: J. Kevin Kennedy
Signature

J. Kevin Kennedy
Printed Name

Senior Vice President
Title

December 12, 2019
Date

COUNTY:

Hays County, Texas

By: _____
Signature

Ruben Becerra
Printed Name

County Judge
Title

Date

OK
M 11/6/2019

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

SUB-1205; La Cima Phase 1, Section 2 (108 Lots). Discussion and possible action to accept Amendment No. 002 to Letter of Credit No. 5308 for street and drainage improvements for La Cima Phase 1, Section 2.

ITEM TYPE

ACTION-ROADS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

BORCHERDING

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

La Cima Phase 1, Section 2 is a proposed 108 lot subdivision located along RR 12 in Precinct 3. Water and wastewater service will be accomplished by the City of San Marcos.

The construction of street and drainage improvements in La Cima Phase 1 Section 2 is partially complete. The amendment will release \$536,632.53 back to the developer. The remaining amount is sufficient to complete the improvements which have not yet been constructed.



January 08, 2020

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

Re: Fiscal Surety Posting – Roadway and Drainage Improvements
La Cima – Phase 1 Section 2
COSM Permit No. 2016-20829

To Whom It May Concern:

As of Payment Application No. 8, there remains \$92,515.91 of work required to complete construction of the roadway and drainage improvements for the project. As required by the **Hays County Development Regulations, section 4.03 Performance Assurance**, the required fiscal posting is 100% of the work required to complete construction.

Based on this information, the amount of fiscal to be posted to Hays County is \$92,515.91.

Thank you for your consideration of this matter and call with any questions.

Sincerely,

318 Group, LLC

James R. McCann, P.E.  Digitally signed by James R. McCann, P.E.
Location: 105 S Canyonwood Drive, Suite E
Date: 2020.01.08 10:11:58-06'00'

Principal



201 West 5th Street, Suite 1000, Austin, TX 78701
Office 512.457.7553 | Fax 877.379.1069
Email will.mack@plainscapital.com

Irrevocable Letter of Credit No. 5308-500

BENEFICIARY: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, TX 78666

ISSUER: PlainsCapital Bank
201 W. 5th Street, Suite 1000
Austin, TX 78701

CUSTOMER: LCSM Ph. 1-2, LLC
C/O Bryan W. Lee
303 Colorado Street, Suite 2300
Austin, TX 78701-0021

STATED AMOUNT: \$1,320,516.41

SUBDIVISION: La Cima, Phase 1, Section 2

DATE OF POSTING: November 1, 2019

EXPIRATION DATE: November 1, 2020

The ISSUER hereby establishes this Letter of Credit and shall duly honor all drafts drawn and presented in accordance with this Letter of Credit. Hay County Judge may draw on ISSUER for the account of the CUSTOMER up to the aggregate STATED AMOUNT.

This Letter of Credit is conditioned on the performance of the duties of the CUSTOMER prior to the EXPIRATION DATE to provide for the construction and completion of the street and drainage improvements in the SUBDIVISION (the "Improvements") to current Hays County Standards for Construction of Street and Drainage in Subdivisions (the "Standards") as reflected in the plans and specifications approved by Hays County, so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public Improvements by Hays County and at the end of the public Improvement construction performance period, which commences upon acceptance.

The only requirement necessary to draw on any part or all, of the total STATED AMOUNT, of this Letter of Credit is a letter from Hays County Judge indicating that Hays County considers a drawing on this Letter of Credit necessary in order to complete all or part of the Improvements to the County Standards. No further substantiation of the necessity of the draw is required by this Letter of Credit.

Draws must be drawn and presented by the close of business on the EXPIRATION DATE and must specify the date and number of this Letter of Credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this Letter of Credit shall be duly honored. Partial draws are permitted and this Letter of Credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by Hays County Judge. The sum of such partial draws shall on no account exceed the STATED AMOUNT of this Letter of Credit, and upon any draw or reduction letter which exhausts this Letter of Credit, the original of this Letter of Credit will be surrendered to us.

This Letter of Credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

This Letter of Credit is not transferable. Any successor or assignee of Beneficiary will not constitute a transferee of this Letter of Credit.

The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Letter of Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

PlainsCapital Bank

By: 

Name: Will Mack

Title: Bank Officer

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$843,062.00 for Headwaters at Barton Creek, Phase 4, Section 5 (Bond # PB03010406555).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 28, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Headwaters at Barton Creek Phase 4, Section 5, has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

PB03010406555

Bond No. _____

Premium: \$ 8,431.00 / Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P.
as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are held
and firmly bound unto the

Hays County Judge

as Obligee, in the sum of Eight Hundred Forty-three Thousand Sixty-two and 00/100
(\$ 843,062.00) Dollars for the payment of which, well and truly to be made, we
jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these
presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the
plan(s)/specification(s)/agreement, prepared by
Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements.

to the subdivision known as

Headwaters at Barton Creek Phase 4 Section 5 - (3,539 LF ROADS)

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal
shall perform and complete said improvements to said development in accordance with either the
plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in
full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the
Principal and/or Surety.

Scaled with our seals and dated this 3rd day of January, 2020.

Principal: WFC Headwaters Owner VII, L.P.

See Attached Signature Page

By By: _____

Surety: Philadelphia Indemnity Insurance Company

By:  _____
Janina Monroe, Attorney-In-Fact


Signature page for Headwaters Bond PB0301046555 for Ph 4.5 dated 1/6/2020

WFC Headwaters Owner VII, L.P.,
a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WFC Headwaters Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Austin, LLC,
a Delaware limited liability company,
its Administrative Member

By: 
Name: Jesse R. Baker
Title: Authorized Signatory

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JAN 03 2020 before me, Gina L. Garner, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this JAN 03 2020 day of _____, 20 ____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF TEXAS §
COUNTY OF HAYS §
KNOW ALL THESE MEN BY PRESENTS:

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 101.65 ACRES OF LAND TO BE KNOWN AS "HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 5", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOF GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__ A.D.

WFC HEADWATERS OWNER VII, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: WFC HEADWATERS GP VII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
NAME: _____
TITLE: _____
C/O 500 BOYLSTON STREET, SUITE 2010
BOSTON, MA 02116

STATE OF MASSACHUSETTS §
COUNTY OF SUFFOLK §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDER CONSENT:
PIONEER BANK, SSB

CHRIS BOURNE
CENTRAL TEXAS REGIONAL PRESIDENT

ADDRESS FOR NOTICES: 623 W. 38TH STREET, SUITE 100
AUSTIN, TEXAS 78705
ATTN: CHRIS BOURNE

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHRIS BOURNE, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOOD PLAIN ADMINISTRATOR

DATE

CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

STATE OF TEXAS §
CITY OF DRIPPING SPRINGS §
COUNTY OF HAYS §

ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 5, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, TEXAS 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 _____, 20__ A.D. BY

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

WATER SUPPLY NOTE:

THE CITY OF DRIPPING SPRINGS, A RETAIL WATER PROVIDER TO THE HEADWATERS MUD, HAS THE REQUIRED SERVICE CAPACITY TO SERVE THIS SUBDIVISION IN ACCORDANCE WITH ITS TARIFF AND POLICIES.

GINGER FAUGHT, DEPUTY CITY ADMINISTRATOR
512-858-4725

DATE

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

JOHN BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5057, STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745
TBPLS FIRM NO. 10004700

01-16-2020
DATE



ENGINEER'S CERTIFICATION:

I, JESSE B. MALONE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE RESIDENTIAL LOTS IN THIS SUBDIVISION ARE NOT LOCATED WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48209C0108F, REVISED SEPTEMBER 2, 2005 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

JESSE B. MALONE, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
5113 SOUTHWEST PKWY, STE 260
AUSTIN, TEXAS 78735
FIRM REGISTRATION NO. F-786


DATE

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ____ WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE ____ DAY OF _____, 20__ A.D. FILED FOR RECORD AT ____ O'CLOCK ____ M. THIS THE ____ DAY OF _____, 20__ A.D.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

 Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 5
CITY OF DRIPPING SPINGS ETJ

SHEET
1
OF
7



LOT AREA TABLE

BLOCK 'G' - NON-RESIDENTIAL		
LOT #	ACRES	SQ. FEET
1	56.63	2466909
TOTAL	56.63	2466909

BLOCK 'C' - NON-RESIDENTIAL		
LOT #	ACRES	SQ. FEET
143	38.75	1687936
TOTAL	38.75	1687936

LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
L1	S48°51'32"E	23.89	C1	20.00	31.86	78.38	S63°39'36"E	90°34'31"
L2	S41°52'39"W	42.79	C2	260.25	125.89	172.26	S77°35'09"W	137°20'04"
L3	S31°02'24"W	95.19	C3	1259.98	65.88	65.87	N69°53'17"W	21°59'45"
L4	N63°21'24"W	28.83	C4	123.00	111.87	108.00	S41°56'32"E	52°06'43"
L5	S33°31'24"W	89.65	C5	99.50	107.14	102.04	S47°44'00"E	61°41'40"
L6	S04°38'01"E	97.68	C6	122.39	106.07	102.78	S53°37'20"E	49°39'10"
L7	N51°28'59"E	119.87	C7	440.46	271.80	267.68	S11°19'06"E	34°38'54"
L8	S01°52'38"W	40.89	C8	584.00	123.59	123.53	S00°25'16"E	12°33'46"
L9	S05°58'26"E	50.54	C9	175.04	83.52	84.48	S02°15'18"W	27°53'37"
L10	S05°46'36"E	51.67	C10	225.00	49.89	49.78	S09°59'34"W	12°42'42"
L11	S06°17'56"E	100.03	C11	20.00	37.60	25.51	S43°30'46"W	79°14'17"
L12	S16°22'35"W	55.72	C12	19.99	27.70	25.54	S59°15'48"E	79°24'58"
L13	N83°09'49"W	36.59	C13	225.00	101.70	100.84	S10°25'03"E	25°53'51"
L14	N04°46'02"W	124.80	C14	1485.00	174.68	174.57	N71°02'22"W	6°40'54"
L15	N89°23'48"W	79.70	C15	535.60	463.22	536.71	N44°21'04"W	60°12'41"
L16	N03°00'22"W	32.19	C16	535.00	182.32	181.44	N04°28'58"W	19°31'31"
L17	N87°41'22"W	95.83	C17	465.00	198.80	197.35	N06°58'18"W	24°10'12"
L18	S07°16'45"W	110.93	C18	535.00	228.80	227.00	S06°58'18"E	24°10'12"
L19	N87°45'00"W	76.19	C19	465.00	158.40	157.70	S04°28'58"E	19°31'31"
L20	N83°19'49"W	77.97	C20	465.00	488.66	466.48	S44°21'04"E	60°12'41"
L21	N73°01'17"W	43.69	C21	1535.00	46.71	46.69	S72°56'22"E	3°41'06"
L22	N16°30'43"E	33.10	C22	78.50	3.12	3.12	N29°21'41"W	2°16'33"
L23	N13°58'51"W	44.28	C23	153.50	106.90	104.81	N41°27'28"W	39°52'22"
L24	N65°08'36"W	73.16	C24	106.50	7.81	7.81	N59°19'16"W	4°12'06"
L25	S18°14'58"W	70.49	C25	128.50	87.74	86.03	N76°46'36"W	39°07'23"
L26	N61°07'00"W	37.31	C26	153.50	90.91	89.59	N53°11'03"E	33°46'04"
L27	N38°11'22"W	87.70	C27	106.50	81.84	80.07	N53°19'01"E	33°16'01"
L28	N70°37'21"W	81.82	C28	128.50	87.74	86.03	N49°55'19"E	39°07'23"
L29	N81°55'12"E	91.38	C29	153.50	16.04	16.04	N19°50'59"E	5°59'18"
L30	S53°24'33"W	91.65	C30	78.50	3.12	3.12	N23°58'54"E	2°16'33"
L31	S24°51'50"W	91.30	C31	835.00	432.04	428.10	N10°15'58"E	29°42'25"
L32	S03°49'20"E	91.64	C32	441.89	310.45	304.10	S16°13'06"E	40°16'17"
L33	S28°49'05"E	87.06	C33	216.60	109.40	108.24	S17°55'27"E	28°55'48"
L34	S67°53'08"E	106.89	C34	153.50	90.91	89.59	S00°06'43"E	33°56'04"
L35	S79°52'08"E	84.75	C35	106.50	78.48	76.71	S04°01'51"W	42°13'11"
L36	S63°47'11"E	92.83	C36	128.50	94.39	92.29	S04°05'48"W	42°05'18"
L37	S70°51'12"E	95.40	C37	78.50	3.12	3.12	S18°05'08"E	2°16'33"



FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48209C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

JURISDICTION PLAT NOTES:

1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS ETJ, HAYS COUNTY.
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #1 FOR EMS SERVICE.
4. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #6 FOR FIRE SERVICE.
5. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
6. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

GENERAL NOTES

1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
7. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION OR HEADWATERS M.U.D. AS ASSIGNED.
8. ALL DRAINAGE EASEMENTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
10. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
11. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
12. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302246, ISSUED JANUARY 2, 2014.

UTILITY NOTES:

1. WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
2. WATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEC.
4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY TIME WARNER CABLE OR SIMILAR AUTHORIZED UTILITY PROVIDER.
5. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.

LOT SIZE CATEGORIES:

- 2 LOTS TOTAL
- 2 RESIDENTIAL LOTS
- 2 NON-RESIDENTIAL LOTS

AVERAGE LOT SIZE:	47.69 ACRES
LOTS LESS THAN 1 ACRE:	0
LOTS 1-2 ACRES:	0
LOTS 2-5 ACRES:	0
LOTS 5-10 ACRES:	0
LOTS 10 ACRES OR GREATER:	2

CITY OF DRIPPING SPRINGS NOTES:

1. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
2. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
3. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
4. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
5. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
6. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
7. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE OR OTHER NON RESIDENTIAL USES.
LOT 143, BLOCK C
LOT 1, BLOCK G
8. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
9. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015085990, AND 2015032881 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
10. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFCC2012, AS AMENDED.
11. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE TWENTY (20) FEET. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET, MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE (5) FEET RESPECTIVELY.

SURVEY CONTROL DATA & BEARING BASIS:

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/CORS
PROJECT CONTROL POINTS WERE ESTABLISHED USING THE 'SMARTNET' RTK NETWORK.

SURVEY CONTROL MONUMENT

C.O.A. MONUMENT E344
GRID COORDINATES
N=10055821.99
E=3093670.81
C.S.F. = 0.99997207
ELEVATION = 678.33' NAVD 88

BENCHMARK LIST:

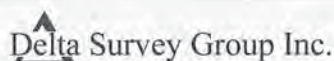
BM #3 'SQUARE' CUT ON TOP OF CURB
ELEV = 1217.01'
BM #4 COTTON SPINDLE SET IN TREE #6248
ELEV = 1203.27'

SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH VARIES	LENGTH (LF)	PAVEMENT WIDTH (F-F)
HEADWATERS BOULEVARD (MAJOR COLLECTOR)	VARIES	3386'	VARIES C&G
MIRA VISTA DRIVE (MAJOR COLLECTOR)	VARIES	153'	VARIES C&G
TOTAL LINEAR FEET	3539'		

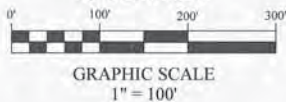


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TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 5
CITY OF DRIPPING SPRINGS ETJ

SHEET
2
OF
7

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2019

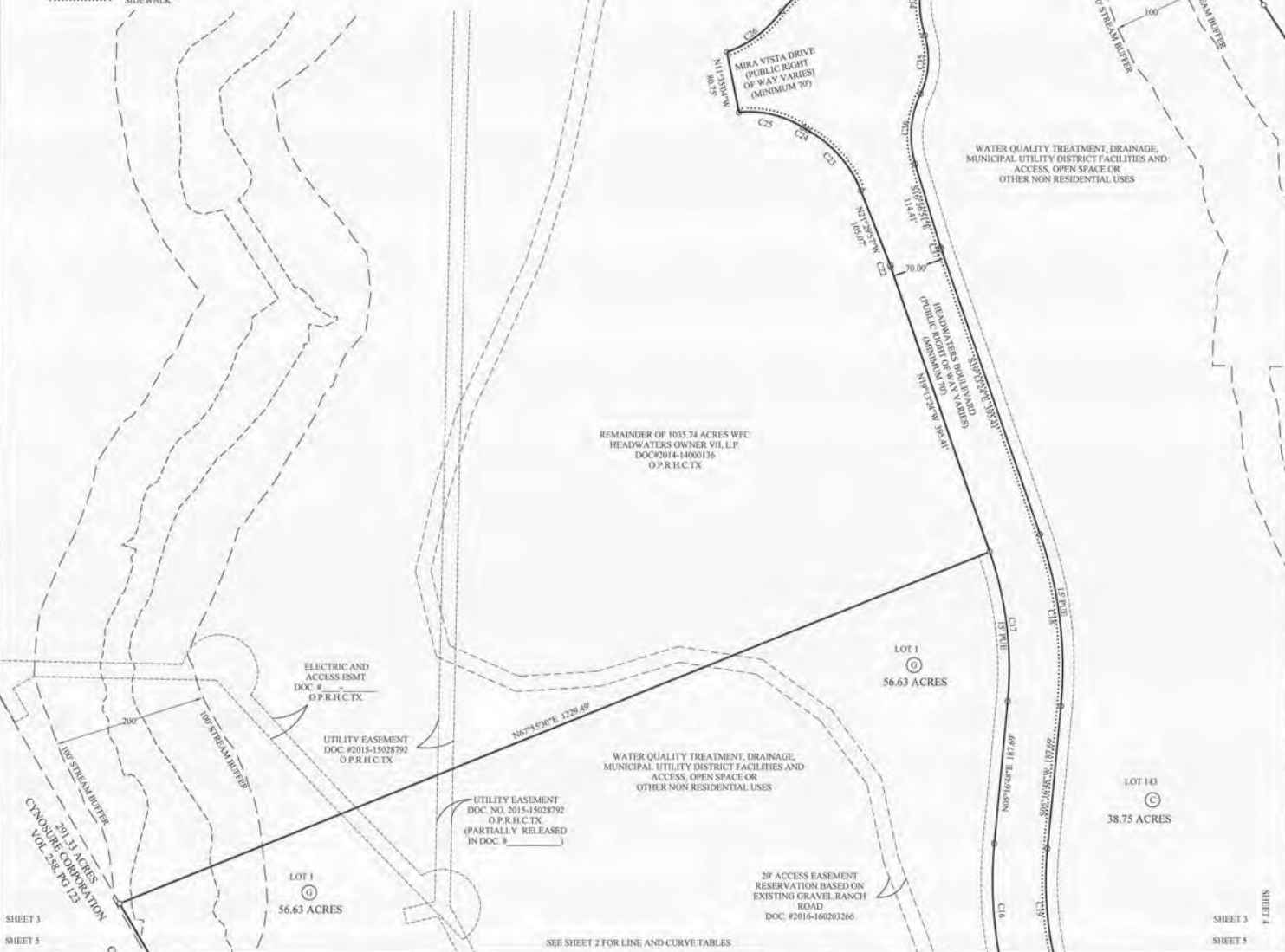


BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

LEGEND

- 1/2" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2" IRON ROD WITH CAP FOUND
- ▲ 60D NAIL IN ROCK MOUND FOUND
- ⬤ ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

UTILITY EASEMENT
DOC. NO. 2015-15028792
O.P.R.H.C.T.X.
(PARTIALLY RELEASED
IN DOC. #)



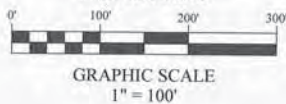
SEE SHEET 2 FOR LINE AND CURVE TABLES

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CITY OF DRIPPING SPINGS ETJ**

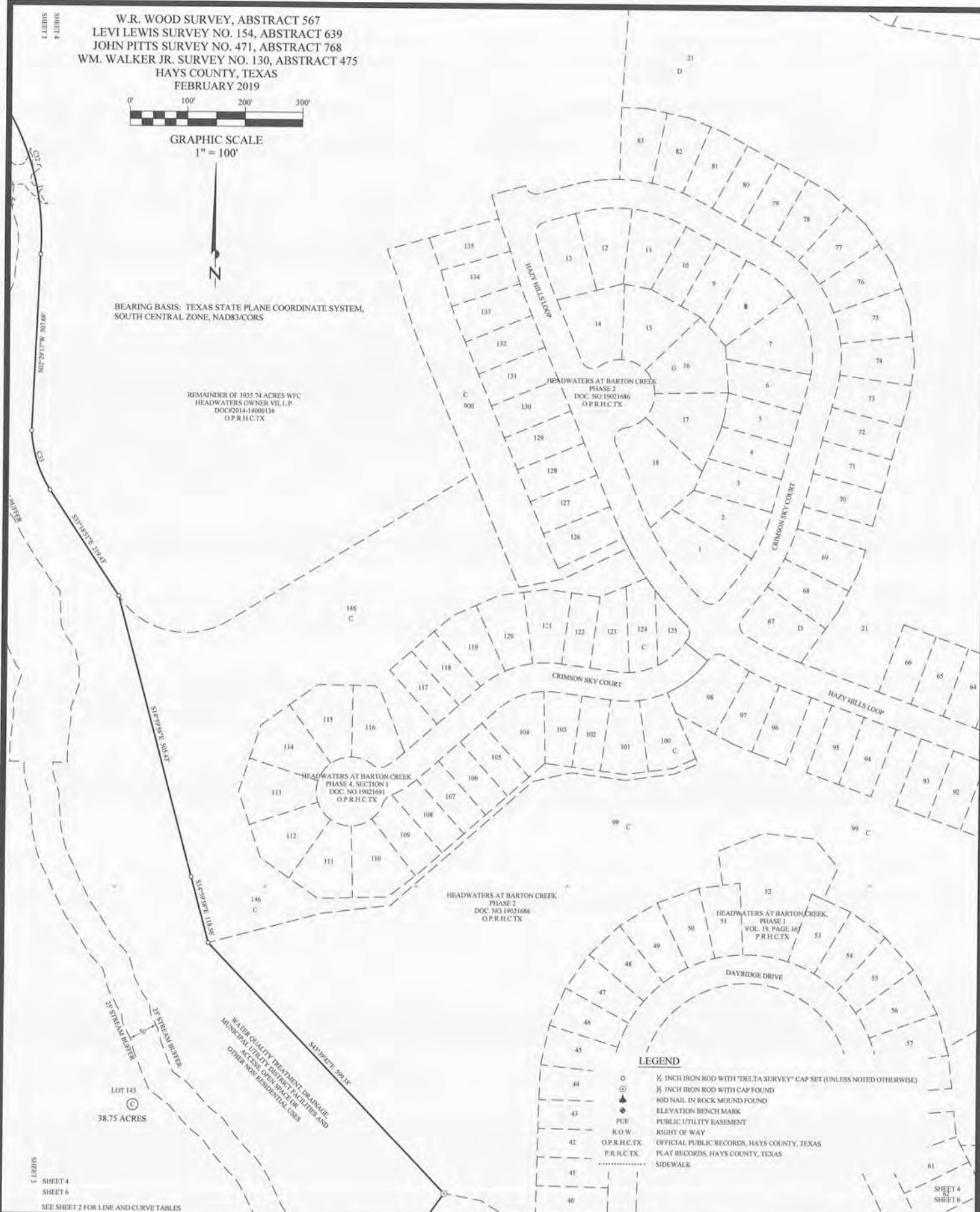
**SHEET
3
OF
7**

W.R. WOOD SURVEY, ABSTRACT 567
 LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
 JOHN PITTS SURVEY NO. 471, ABSTRACT 768
 WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
 HAYS COUNTY, TEXAS
 FEBRUARY 2019



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
 SOUTH CENTRAL ZONE, NAD83/CORS

REMAINDER OF 1035.74 ACRES W/ C
 HEADWATERS OWNER VII L.P.
 DOC#2014-14060136
 O.P.R.H.C.T.X



LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2 INCH IRON ROD WITH CAP FOUND
- ⬢ 80D NAIL IN ROCK MOUND FOUND
- ▲ ELEVATION BENCH MARK
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK



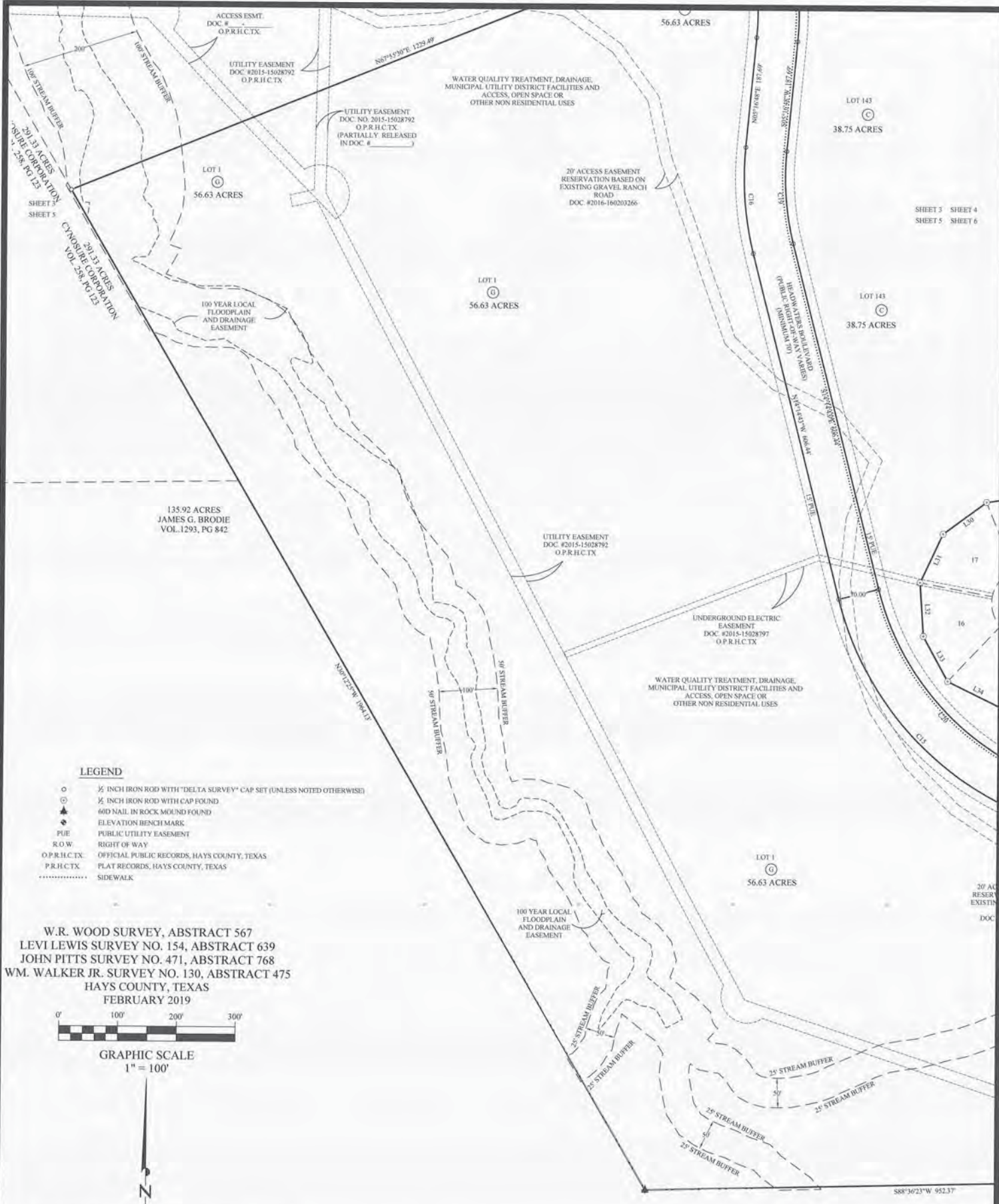
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**FINAL PLAT ESTABLISHING
 HEADWATERS AT
 BARTON CREEK, PHASE 4, SECTION 5
 CITY OF DRIPPING SPINGS ETJ**

**SHEET
 4
 OF
 7**

SHEET 3
 SHEET 4
 SHEET 6
 SEE SHEET 2 FOR LINE AND CURVE TABLES

SHEET 4
 SHEET 6



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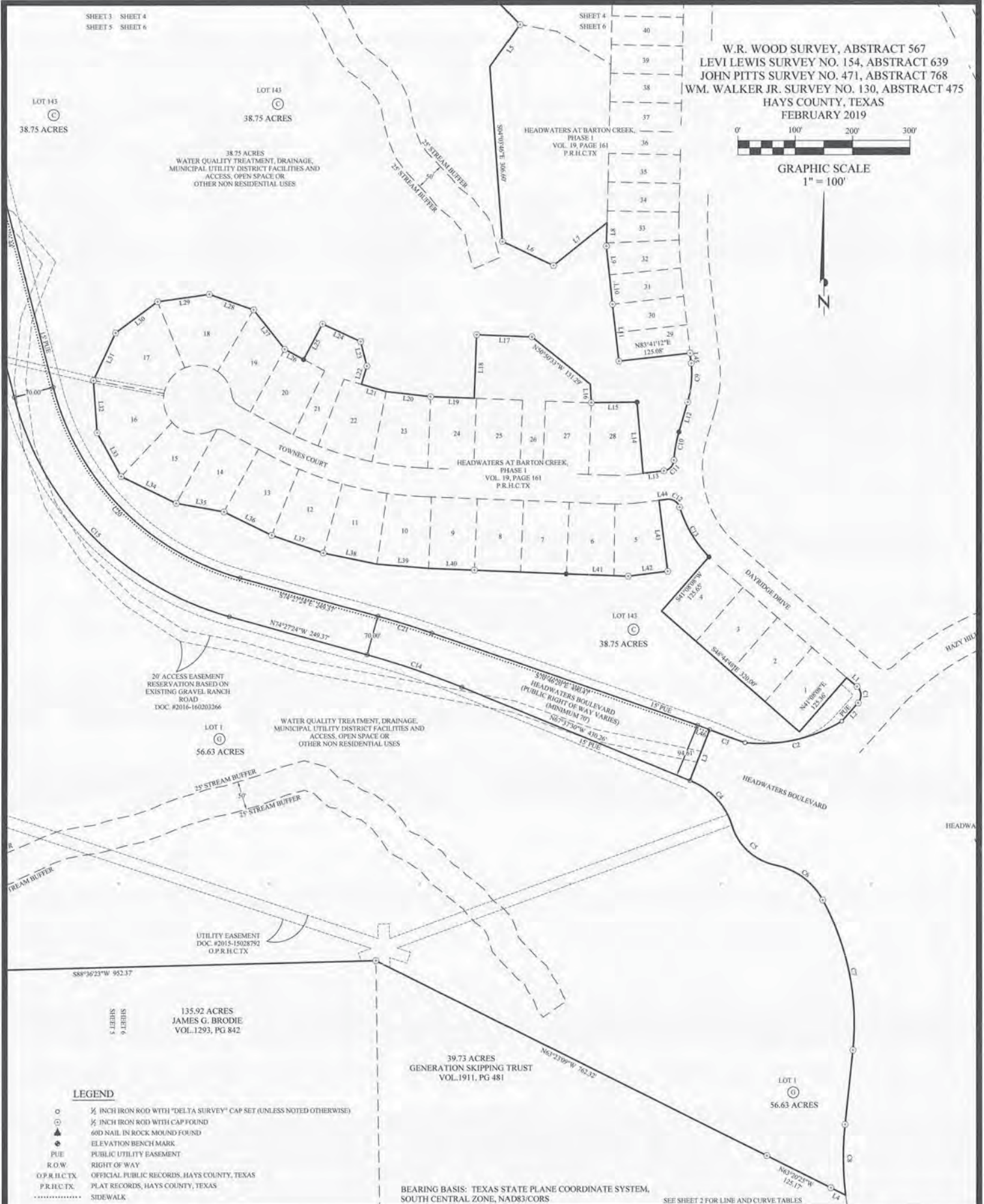
**FINAL PLAT ESTABLISHING
HEADWATERS AT
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**SHEET
5
OF
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W.R. WOOD SURVEY, ABSTRACT 567
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HAYS COUNTY, TEXAS
FEBRUARY 2019



GRAPHIC SCALE
1" = 100'



LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- 1/2 INCH IRON ROD WITH CAP FOUND
- ▲ 60D NAIL IN ROCK MOUND FOUND
- ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

SEE SHEET 2 FOR LINE AND CURVE TABLES

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FINAL PLAT ESTABLISHING
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BARTON CREEK, PHASE 4, SECTION 5
CITY OF DRIPPING SPINGS ETJ

SHEET
6
OF
7

PHASE 4.5 IC AND PARKLAND TRACKING

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

TOTAL AREA¹ = 1509.68 AC.

TOTAL ALLOWABLE IMPERVIOUS COVER (15%)² = 226.45 AC.

COMMERCIAL AREA¹ = 166.13 AC.

COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)^{2,3} = 83.07 AC.

RESIDENTIAL AREA¹ = 1343.55 AC.

RESIDENTIAL ALLOWABLE IMPERVIOUS COVER² = 143.38 AC.

NOTES:

1. ACREAGE ON ABOVE TABLE COME FROM THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 RECORDED IN VOLUME 2675, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
2. IMPERVIOUS COVER CALCULATIONS ARE BASED ON THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
3. IMPERVIOUS COVER OF COMMERCIAL TRACT IS ASSUMED TO BE 50% OF COMMERCIAL AREA PER THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.

TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.

HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 5.61 AC.

REMAINING COMMERCIAL IMPERVIOUS COVER = 77.46 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY

PHASE 1 IMPERVIOUS COVER = 33.08 AC.

PHASE 2 IMPERVIOUS COVER = 28.97 AC.

PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.

PHASE 4 SECTION 5 IMPERVIOUS COVER = 3.03 AC.

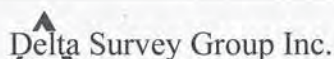
TOTAL RESIDENTIAL IMPERVIOUS COVER = 68.16 AC.

REMAINING RESIDENTIAL IMPERVIOUS COVER = 75.22 AC.

AVERAGE RESIDENTIAL LOT SIZE = 8,693 SF

NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E., DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 07/09/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORD DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 03/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.



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7

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$1,175,523.65 for Headwaters at Barton Creek, Phase 4, Section 6 (Bond # PB03010406556).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 28, 2020	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Headwaters at Barton Creek Phase 4, Section 6, has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

PB03010406556

Bond No. _____

Premium: \$ \$11,755.00 / Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P.
as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are held
and firmly bound unto the

Hays County Judge

as Oblige, in the sum of One Million One Hundred Seventy-five Thousand Five Hundred Twenty-three and 65/100
(\$ 1,175,523.65) Dollars for the payment of which, well and truly to be made, we
jointly and severally bind ourselves, our executors, administrators, successors, and assigns, firmly by these
presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the
plan(s)/specification(s)/agreement, prepared by
Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements.

to the subdivision known as

Headwaters at Barton Creek Phase 4 Section 6 - (1,240 LF ROADS)

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal
shall perform and complete said improvements to said development in accordance with either the
plan (s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in
full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Oblige to the
Principal and/or Surety.

Scaled with our seals and dated this 3rd day of January, 2020.

Principal: WFC Headwaters Owner VII, L.P.

See Attached Signature Page

By By: _____

Surety: Philadelphia Indemnity Insurance Company

By:  _____
Janina Monroe, Attorney-In-Fact


Signature page for Headwaters Bond PB0301046556 for Ph 4.6 dated 1/6/2020

WFC Headwaters Owner VII, L.P.,
a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,
a Delaware limited liability company,
its General Partner

By: WFC Headwaters Holdings JV VII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: FCA Austin, LLC,
a Delaware limited liability company,
its Administrative Member

By: 
Name: Jesse R. Baker
Title: Authorized Signatory

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JAN 03 2020 before me, Gina L Garner, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

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

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

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

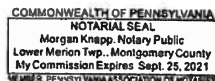
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

JAN 03 2020

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 ____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATE OF TEXAS §
COUNTY OF HAYS §
KNOW ALL THESE MEN BY PRESENTS:

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 89.66 ACRES OF LAND TO BE KNOWN AS "FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 6", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOF GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__ A.D.

WFC HEADWATERS OWNER VII, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: WFC HEADWATERS GP VII, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
NAME: _____
TITLE: _____
C/O 500 BOYLSTON STREET, SUITE 2010
BOSTON, MA 02116

STATE OF MASSACHUSETTS §
COUNTY OF SUFFOLK §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDERS CONSENT:
PIONEER BANK, SSB

CHRIS BOURNE
CENTRAL TEXAS REGIONAL PRESIDENT

ADDRESS FOR NOTICES: 623 W. 38TH STREET, SUITE 100
AUSTIN, TEXAS 78705
ATTN: CHRIS BOURNE

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHRIS BOURNE, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

(PRINT OR TYPE NOTARY'S NAME)

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20__ A.D.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

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

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

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOOD PLAIN ADMINISTRATOR

DATE

CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

WATER SUPPLY NOTE:

THE CITY OF DRIPPING SPRINGS, A RETAIL WATER PROVIDER TO THE HEADWATERS MUD, HAS THE REQUIRED SERVICE CAPACITY TO SERVE THIS SUBDIVISION IN ACCORDANCE WITH ITS TARIFF AND POLICIES.

GINGER FAUGHT, DEPUTY CITY ADMINISTRATOR
512-858-4725

DATE

STATE OF TEXAS §
CITY OF DRIPPING SPRINGS §
COUNTY OF HAYS §

ADMINISTRATIVE PLAT APPROVAL:
THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 6, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, TEXAS 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 _____, 20__ A.D. BY

MICHELLE FISCHER, CITY ADMINISTRATOR

DATE

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

JOHN BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5067 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745
TBPLS FIRM NO. 10004700

01-16-2020
DATE



ENGINEER'S CERTIFICATION:

I, JESSE B. MALONE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE RESIDENTIAL LOTS IN THIS SUBDIVISION ARE NOT LOCATED WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48209C0108F, REVISED SEPTEMBER 2, 2003 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

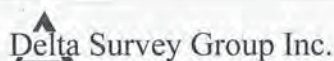
JESSE B. MALONE, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
5113 SOUTHWEST PKWY, STE 260
AUSTIN, TEXAS 78735
FIRM REGISTRATION NO. F-786

DATE

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:
THAT, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ____ WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE ____ DAY OF _____, 20__, FILED FOR RECORD AT ____ O'CLOCK ____ M. THIS THE ____ DAY OF _____, 20__ A.D.

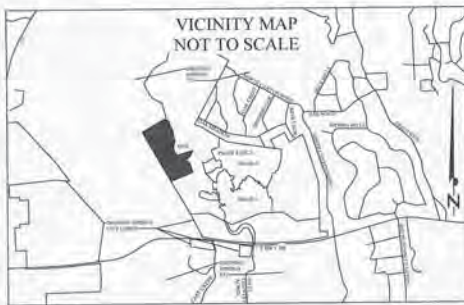
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 6
CITY OF DRIPPING SPINGS ETJ

SHEET
1
OF
8



LINE	BEARING	DISTANCE
L1	S42°05'07"E	74.51'
L2	S42°41'44"E	90.00'
L3	S38°34'18"E	80.00'
L4	S04°01'24"W	75.00'
L5	S11°35'04"E	80.75'
L6	N20°08'07"W	70.01'
L7	S31°08'47"E	44.55'
L8	N51°06'57"W	15.00'
L9	N77°51'14"W	40.00'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	78.50'	3.12'	3.12'	S26°15'27"W	2°19'23"
C2	128.50'	94.39'	92.29'	S48°26'21"W	42°05'18"
C3	106.50'	81.84'	60.97'	S53°51'01"W	33°16'01"
C4	153.50'	90.91'	89.59'	S53°11'03"W	33°50'04"
C5	128.50'	87.74'	86.05'	S78°46'56"E	39°07'25"
C6	106.50'	7.81'	7.81'	S59°19'16"E	4°12'09"
C7	153.50'	106.96'	104.81'	S41°27'48"E	39°55'22"
C8	78.50'	3.12'	3.12'	S20°11'41"E	2°16'33"
C9	128.50'	6.65'	6.65'	S83°10'25"W	2°57'33"
C10	78.50'	3.12'	3.12'	S79°33'12"W	2°48'33"
C11	640.00'	218.84'	217.48'	S68°38'00"W	19°33'42"
C12	710.00'	242.44'	241.26'	S68°38'00"E	19°33'42"
C13	78.50'	3.12'	3.12'	N77°16'29"E	2°16'33"
C14	153.50'	16.04'	16.04'	N77°06'44"E	5°59'18"

LOT AREA TABLE

LOT #	ACRES	SQ. FEET
2	18.22	793804
TOTAL	18.22	793804

LOT #	ACRES	SQ. FEET
3	1.62	70754
TOTAL	1.62	70754

LOT #	ACRES	SQ. FEET
75	6.04	263246
TOTAL	6.04	263246

LOT #	ACRES	SQ. FEET
76	61.74	2689441
TOTAL	61.74	2689441



FLOODPLAIN NOTE:

THIS PROPERTY IS LOCATED WITHIN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48200C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

JURISDICTION PLAT NOTES:

1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS ETJ, HAYS COUNTY
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #1 FOR EMS SERVICE.
4. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #6 FOR FIRE SERVICE.
5. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
6. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

GENERAL NOTES

1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302246, ISSUED JANUARY 2, 2014.
7. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
8. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
9. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS OR THE BOARD OF TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT LOTS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION, HEADWATERS M.U.D. OR OTHER AS ASSIGNED.
10. ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
11. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
12. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
13. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.

UTILITY NOTES:

1. WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
2. WATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEC.
4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY TIME WARNER CABLE OR SIMILAR AUTHORIZED UTILITY PROVIDER.
5. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.

LOT SIZE CATEGORIES:

- 4 LOTS TOTAL
- 2 COMMERCIAL RESERVE LOTS
- 2 NON-RESIDENTIAL LOTS

AVERAGE LOT SIZE:	21.91 ACRES
LOTS LESS THAN 1 ACRE:	0
LOTS 1-2 ACRES:	1
LOTS 2-5 ACRES:	0
LOTS 5-10 ACRES:	1
LOTS 10 ACRES OR GREATER:	2

CITY OF DRIPPING SPRINGS NOTES:

1. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
2. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
3. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
4. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
5. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
6. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
7. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE, COMMERCIAL RESERVE OR OTHER NON-RESIDENTIAL USES.
LOT 75 AND 76, BLOCK F
LOT 2 AND 3, BLOCK G
8. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
9. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015005990, AND 2015032881 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
10. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
11. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE TWENTY (20) FEET. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE(5) FEET RESPECTIVELY.
12. A MAINTENANCE BOND FOR THE HMA AND ROADWAY BASE MATERIAL IN THE AMOUNT OF 10% OF THE CONTRACT SUM OF IMPROVEMENTS FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF COMPLETION OF THE IMPROVEMENTS WILL BE REQUIRED. THE BOND SHALL BE FULLY AND FREELY ASSIGNABLE TO HAYS COUNTY.

SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

STREET SUMMARY	ROW	LENGTH	PAVEMENT WIDTH
STREET NAME (CLASSIFICATION)	WIDTH	(LF)	(F-F)
BRIDGER WAY (MAJOR COLLECTOR)	VARIES	1252'	VARIES C&G
TOTAL LINEAR FEET		1252'	

SURVEY CONTROL DATA & BEARING BASIS:

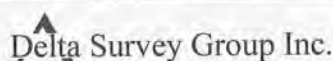
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/CORS
PROJECT CONTROL POINTS WERE ESTABLISHED USING THE 'SMARTNET' RTK NETWORK.

SURVEY CONTROL MONUMENT

C.O.A. MONUMENT E344
GRID COORDINATES
N=10055821.99
E=3093670.81
C.S.F. = 0.999997207
ELEVATION = 678.33' NAVD 88

BENCHMARK LIST:

- BM #4 COTTON SPINDLE SET IN 9" DIAMETER LIVE OAK TREE #6248
ELEV = 1203.27'
BM #5 COTTON SPINDLE SET IN 14" DIAMETER LIVE OAK TREE #7289
ELEV = 1146.19'

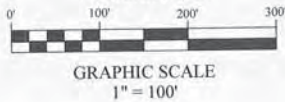


8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 6 CITY OF DRIPPING SPRINGS ETJ

SHEET
2
OF
8

W.R. WOOD SURVEY, ABSTRACT 567
 LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
 JOHN PITTS SURVEY NO. 471, ABSTRACT 768
 WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
 HAYS COUNTY, TEXAS
 FEBRUARY 2019



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
 SOUTH CENTRAL ZONE, NAD83/CORS

LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2 INCH IRON ROD WITH CAP FOUND
- ▲ 60D NAIL IN ROCK MOUND FOUND
- ◆ ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK



291.33 ACRES
 CYNOSURE CORPORATION
 VOL. 258, PG. 123
 D.R.H.C.TX.

300.00 ACRES
 HABC, LTD.
 VOL. 3434, PG. 321
 O.P.R.H.C.TX.

ELECTRIC AND
 ACCESS ESMT.
 DOC. #
 O.P.R.H.C.TX.

TRAIL AND DRAINAGE ESMT.
 DOC. #
 O.P.R.H.C.TX.

LOT 76
 61.74 ACRES

LOT 76
 61.74 ACRES

SHEET 3
 SHEET 5

SEE SHEET 2 FOR LINE AND CURVE TABLES

LOT 76

SHEET 3
 SHEET 5

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
 OFFICE: (512) 282-5200 FAX: (512) 282-5230
 TBPLS FIRM NO. 10004700
 PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
 HEADWATERS AT
 BARTON CREEK, PHASE 4, SECTION 6
 CITY OF DRIPPING SPINGS ETJ

SHEET
 3
 OF
 8

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
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HAYS COUNTY, TEXAS
FEBRUARY 2019

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS



GRAPHIC SCALE
1" = 100'

N

S88°38'40"W 1209.10'

BM #5
COTTON SPINDLE SET IN 14"
DIAMETER LIVE OAK TREE
#7289
ELEV = 1146.19'

REMAINDER OF 1035.74 ACRES
WFC HEADWATERS OWNER VII L.P.
DOC#2014-14000136
O.P.R.H.C.TX

TRAIL AND DRAINAGE ESMT.
DOC # _____
O.P.R.H.C.TX

LOT 76
(E)
61.74 ACRES

UTILITY EASEMENT
DOC NO. 2015-15028792
O.P.R.H.C.TX
(PARTIALLY RELEASED
IN DOC # _____)

LEGEND

- 1/2" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2" IRON ROD WITH CAP FOUND
- ▲ 60D NAIL IN ROCK MOUND FOUND
- ⬢ ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

SHEET 3
SHEET 4
SHEET 6SHEET 4
SHEET 6
SEE SHEET 2 FOR LINE AND CURVE TABLES

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 6 CITY OF DRIPPING SPINGS ETJ

SHEET
4
OF
8

291.33 ACRES
CYNOSURE CORPORATION
VOL. 258, PG 123
D.R.H.C.TX.

LOT 76
61.74 ACRES

SHEET 3
SHEET 5

SHEET 3 SHEET 4
SHEET 5 SHEET 6

291.33 ACRES
CYNOSURE CORPORATION
VOL. 258, PG 123
D.R.H.C.TX.

LOT 76
61.74 ACRES

ELECTRIC AND
ACCESS ESMT.
DOC. #
O.P.R.H.C.TX.

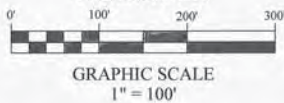
ELECTRIC AND
ACCESS ESMT.
DOC. #
O.P.R.H.C.TX.

LOT 76
61.74 ACRES

LEGEND

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- ⊙ 1/2 INCH IRON ROD WITH CAP FOUND
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- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2019



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

SEE SHEET 2 FOR LINE AND CURVE TABLES

Delta Survey Group Inc.
8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 6
CITY OF DRIPPING SPINGS ETJ

SHEET
5
OF
8

REMAINDER OF 1035.74 ACRES
WFC HEADWATERS OWNER VII, L.P.
DOC#2014-14000136
O.P.R.H.C.TX

UTILITY EASEMENT
DOC. NO. 2015-15028792
O.P.R.H.C.TX.
(PARTIALLY RELEASED
IN DOC. #)

TRAIL AND DRAINAGE ESMT.
DOC. #
O.P.R.H.C.TX.

LOT 76
61.74 ACRES

LOT 75
6.04 ACRES

LOT 2
18.22 ACRES

LOT 3
1.62 ACRES

15' P.U.E.
N10°50'00"E 244.00'
MIRA VISTA DRIVE
(MINIMUM 10'
SOUTH 171.00')
742.24'

TRAIL AND DRAINAGE ESMT.
DOC. #
O.P.R.H.C.TX.
N86°55'41"W 276.00'

LOT 3
1.62 ACRES

LOT 3
1.62 ACRES

LOT 2
18.22 ACRES

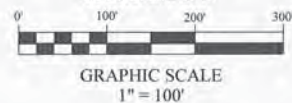
ELECTRIC AND
ACCESS ESMT.
DOC. #
O.P.R.H.C.TX.

1.33 ACRES
E CORPORATION
258, PG 123
R.H.C.TX.

29.13 ACRES
CYNOSURE CORPORATION
VOL. 258 PG 123
O.P.R.H.C.TX.

REMAINDER OF 1035.74 ACRES
WFC HEADWATERS OWNER VII, L.P.
DOC#2014-14000136
O.P.R.H.C.TX

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
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WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2019



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, NAD83/CORS

SEE SHEET 2 FOR LINE AND CURVE TABLES

Delta Survey Group Inc.
8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 6
CITY OF DRIPPING SPINGS ETJ

SHEET
6
OF
8

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2019



SHEET
7
OF
8

PHASE 4.6 IC AND PARKLAND TRACKING

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

TOTAL AREA¹ = 1509.68 AC.

TOTAL ALLOWABLE IMPERVIOUS COVER (15%)² = 226.45 AC.

COMMERCIAL AREA¹ = 166.13 AC.

COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)^{2,3} = 83.07 AC.

RESIDENTIAL AREA¹ = 1343.55 AC.

RESIDENTIAL ALLOWABLE IMPERVIOUS COVER² = 143.38 AC.

NOTES:

1. ACREAGE ON ABOVE TABLE COME FROM THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 RECORDED IN VOLUME 2675, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
2. IMPERVIOUS COVER CALCULATIONS ARE BASED ON THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
3. IMPERVIOUS COVER OF COMMERCIAL TRACT IS ASSUMED TO BE 50% OF COMMERCIAL AREA PER THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.

TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.

HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 5.61 AC.

REMAINING COMMERCIAL IMPERVIOUS COVER = 77.46 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY

PHASE 1 IMPERVIOUS COVER = 33.08 AC.

PHASE 2 IMPERVIOUS COVER = 28.97 AC.

PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.

PHASE 4 SECTION 6 (NON-SCHOOL TRACT) IMPERVIOUS COVER = 0.42 AC.

PHASE 4 SECTION 6 (SCHOOL TRACT) IMPERVIOUS COVER = SEE NOTE 5 BELOW

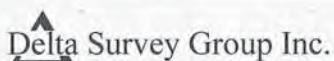
TOTAL RESIDENTIAL IMPERVIOUS COVER = 65.55 AC.

REMAINING RESIDENTIAL IMPERVIOUS COVER = 77.83 AC.

AVERAGE RESIDENTIAL LOT SIZE = 8,693 SF

NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E., DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 07/09/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORD DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 03/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.
5. SECTIONS 1.15 AND 3.2.5, OF THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT STATE THAT IMPERVIOUS COVER OF THE SCHOOL TRACT SHALL NOT BE INCLUDED IN DETERMINING ALLOWABLE IMPERVIOUS COVER OF THE LAND.



8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 6
CITY OF DRIPPING SPINGS ETJ

SHEET
8
OF
8

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept Letter of Credit No. 1028 for street and drainage improvements for 6 Creeks Phase 1 Section 2 in the amount of \$266,128.00.

ITEM TYPE

ACTION-ROADS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

BORCHERDING

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

The final plat for the 6 Creeks Phase 1 Section 2 Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



HMBRR DEVE%00000%0021202412%1470%01162020%0131319%37593



IRREVOCABLE LETTER OF CREDIT

Borrower: HMBRR Development Inc
1011 N Lamar Blvd
Austin, TX 78703-4991

Lender: American Bank, N.A.
American Bank Westlake
P.O. Box 6469
Corpus Christi, TX 78466-6469

Beneficiary: Hays County
111 E San Antonio
San Marcos, TX 78666

NO. 1028

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 09-20-2020 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 Two Hundred Sixty-six Thousand One Hundred Twenty-eight & 00/100 Dollars (\$266,128.00) (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: Each draft must be accompanied by an original affidavit executed by an authorized officer of the Beneficiary stating that the amount of the draft represents outstanding invoices, or portions thereof, that were not paid within 60 days from the date of the invoice.

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 American Bank, N.A. IRREVOCABLE LETTER OF CREDIT NO. 1028 DATED 01-16-2020," 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 Texas 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 Texas.

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.

Dated: January 16, 2020

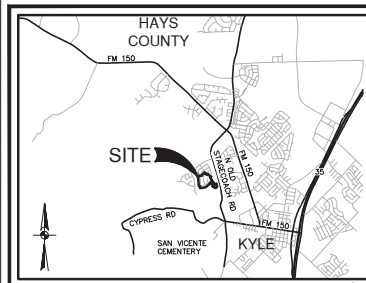
LENDER:

AMERICAN BANK, N.A.

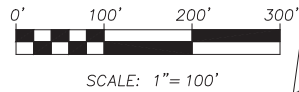
By: 
John B. Greenwood, Austin Market President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
------	---------------	--------------------	----------------------



LOCATION MAP
NOT TO SCALE



FINAL PLAT OF 6 CREEKS-PHASE 1, SECTION 2

A 28.040 ACRE TRACT OF LAND OUT OF A PORTION OF A 61.49 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 17034173, AND A 0.0002 ACRE TRACT, A 0.180 ACRE TRACT, A 0.158 ACRE TRACT, AND A 0.481 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18035891, ALL OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE SAMUEL PHARASS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360 IN HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TYPE: FIRM REGISTRATION #710 | TOLLS: FIRM REGISTRATION #10008000
DATE OF PREPARATION: March 08, 2019

- LEGEND**
- AC ACRE(S)
 - BLK BLOCK
 - ESMT EASEMENT
 - ETU EXTRANJURISDICTION
 - VOL VOLUME
 - PG PAGE(S)
 - ROW RIGHT-OF-WAY
 - GETCTV GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
 - DOC NO. DOCUMENT NUMBER
 - OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 - HOPR PLAT RECORDS OF HAYS COUNTY, TEXAS
 - HODR DEED RECORDS OF HAYS COUNTY, TEXAS
 - (SURVEYOR)
 - 1140 PROPOSED CONTOURS
 - 1140 ORIGINAL SURVEY/COUNTY LINE
 - 6 CENTERLINE
 - KYLE CITY LIMITS
 - 1 15' SANITARY SEWER EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PUBLIC STREET ROW (0.038 ACRES)
 - 2 VARIABLE WIDTH DRAINAGE EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PUBLIC STREET ROW (0.114 ACRES)
 - 3 15' DRAINAGE EASEMENT
 - 4 20'X30' PUBLIC UTILITY EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PUBLIC STREET ROW (0.233 ACRES)

DETAIL "B"
NOT TO SCALE

DETAIL "A"
NOT TO SCALE

STREET NAME	STREET CLASSIFICATION	STREET LENGTH
FISH CREEK LANE	RESIDENTIAL LANE	155.00'
COYOTE CREEK WAY	RESIDENTIAL LANE	864.27'
PAINTED CREEK WAY	RESIDENTIAL LANE	1203.29'
EAGLE FORD DRIVE	RESIDENTIAL LANE	1047.79'
FAVOR RIVER RUN	RESIDENTIAL LANE	660.71'
COLD RIVER RUN	RESIDENTIAL LANE	1381.05'
THREE FORKS DRIVE	RESIDENTIAL LANE	210.92'

OWNER: HMBR DEVELOPMENT, INC.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 481-0303 P
(512) 481-0333 F

ACREAGE: 28.040 ACRES

SURVEY: SAMUEL PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT 360

PROPOSED RESIDENTIAL LOTS: 121
PROPOSED OPEN SPACE LOTS: 1

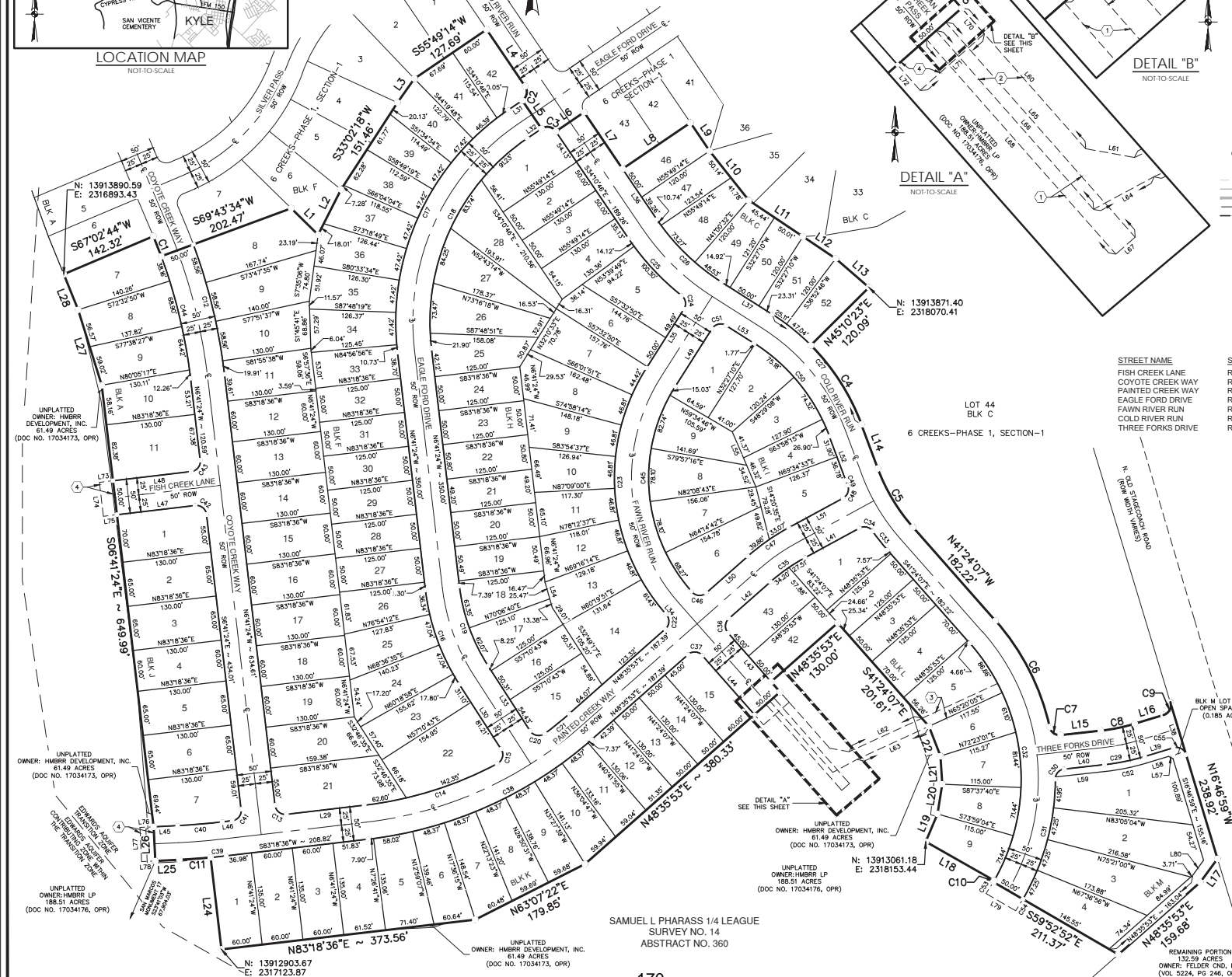
DATE: March 1, 2019

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TX 78213
(210) 375-9000 P
(210) 375-9010 F

A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, EXCEPT ADJACENT TO CORNER LOTS WHERE EASEMENT ADJACENT TO SIDE LOT IS 10'.

A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOT LINES WITHIN THE SINGLE FAMILY LOT.

A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.



FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2

A 28.040 ACRE TRACT OF LAND OUT OF A PORTION OF A 61.49 ACRE TRACT, A 0.180 ACRE TRACT, A 0.158 ACRE TRACT, AND A 0.481 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18035891, ALL OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE SAMUEL PHARRAS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360 IN HAYS COUNTY, TEXAS.

LOT SUMMARY

TOTAL NUMBER OF LOTS	122
AVERAGE SIZE OF LOTS	0.177 ACRES
NUMBER OF LOTS >10 ACRES	0
NUMBER OF LOTS >5 ACRES, <10 ACRES	0
NUMBER OF LOTS >2 ACRES AND <5 ACRES	0
NUMBER OF LOTS >1 ACRE AND <2 ACRES	122
NUMBER OF LOTS <1 ACRE	0
NUMBER OF 50' SINGLE FAMILY LOTS (9000 MIN SF)	89
NUMBER OF 60' SINGLE FAMILY LOTS (9000 MIN SF)	32

* LOT WIDTHS ARE MEASURED AT A 20' SETBACK FROM THE RIGHT OF WAY



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N45°35'23"W	55.21'
L2	S28°43'21"W	74.14'
L3	S35°07'02"W	42.81'
L4	N34°10'46"W	100.00'
L5	N34°10'46"W	50.00'
L6	S55°49'14"W	50.00'
L7	N34°10'46"W	100.00'
L8	S55°49'14"W	120.00'
L9	N34°10'46"W	50.00'
L10	N38°25'46"W	91.92'
L11	N56°10'39"W	95.45'
L12	N56°13'41"W	57.67'
L13	N49°03'14"W	64.36'
L14	N20°25'27"W	68.68'
L15	S83°45'26"W	59.00'
L16	S73°11'07"W	43.79'
L17	N36°01'08"E	42.61'
L18	S60°20'29"E	115.00'
L19	S22°50'13"W	43.95'
L20	S91°1'38"W	43.95'
L21	S33°7'26"E	41.26'
L22	S21°09'38"E	46.64'
L23	N41°24'07"W	20.00'
L24	S6°41'24"E	135.28'
L25	N87°09'41"E	35.21'
L26	S2°50'19"E	50.00'
L27	S17°22'23"E	115.59'
L28	S22°04'53"E	56.05'
L29	S83°18'36"W	114.44'
L30	S32°48'17"E	112.31'
L31	N55°49'14"E	24.96'
L32	N55°49'14"E	24.96'
L33	S32°48'17"E	113.00'
L34	S41°24'08"E	1.25'
L35	S32°27'10"W	102.04'
L36	S34°10'46"E	89.26'
L37	S57°32'50"E	88.23'
L38	N16°46'59"W	80.00'
L39	S73°11'07"W	43.74'
L40	N83°45'26"E	59.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L41	S61°27'17"W	90.45'
L42	N48°35'53"E	80.89'
L43	S41°24'07"E	115.00'
L44	S41°24'07"E	115.00'
L45	N87°09'41"E	35.21'
L46	S83°18'36"W	14.38'
L47	N83°18'36"E	115.00'
L48	N83°18'36"E	115.00'
L49	S32°27'10"W	99.98'
L50	N48°35'53"E	80.89'
L51	S61°27'17"W	90.45'
L52	S20°25'27"E	68.68'
L53	N57°32'50"W	48.23'
L54	N15°51'41"W	38.85'
L55	N23°11'18"W	41.37'
L56	S48°35'53"W	20.00'
L57	S61°48'53"E	7.22'
L58	S73°11'07"W	33.64'
L59	N83°48'26"E	73.14'
L60	S41°24'07"E	109.58'
L61	S79°53'00"E	28.99'
L62	N65°20'05"E	116.91'
L63	N65°20'05"E	115.64'
L64	N61°43'39"E	40.31'
L65	S41°24'07"E	167.50'
L66	S41°24'07"E	139.15'
L67	N48°35'53"E	15.00'
L68	S41°24'07"E	167.50'
L69	N48°35'53"E	15.00'
L70	S41°24'07"E	20.00'
L71	S48°35'53"W	50.00'
L72	S41°24'07"E	20.00'
L73	N83°18'36"E	20.00'
L74	S6°41'24"E	50.00'
L75	N83°18'36"E	20.00'
L76	S87°09'41"W	20.00'
L77	S2°50'19"E	50.00'
L78	N87°09'41"E	20.00'
L79	S59°33'25"W	50.10'
L80	N36°01'08"E	27.23'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	775.00'	27°19'30"	N21°26'11"W	31.45'
C2	15.00'	90°00'00"	N10°49'14"E	21.21'
C3	15.00'	90°00'00"	N79°10'46"W	21.21'
C4	325.00'	24°24'10"	N32°37'32"W	137.38'
C5	275.00'	20°58'41"	S30°54'47"E	100.13'
C6	350.00'	28°52'03"	N28°58'06"W	174.48'
C7	15.00'	83°42'30"	S54°23'19"E	20.02'
C8	275.00'	10°34'19"	N78°28'16"E	50.67'
C9	15.00'	89°58'06"	N28°12'04"E	21.21'
C10	300.00'	0°27'37"	N29°53'20"E	2.41'
C11	1025.00'	2°33'53"	N85°52'45"E	45.88'
C12	825.00'	13°35'02"	N13°28'55"W	195.14'
C13	15.00'	90°00'00"	S51°41'24"E	21.21'
C14	550.00'	21°21'02"	N72°38'05"E	204.95'
C15	15.00'	94°46'51"	N1°43'48"E	22.08'
C16	325.00'	26°07'59"	S19°45'21"E	146.94'
C17	375.00'	62°30'39"	S24°33'55"W	389.14'
C18	325.00'	62°30'39"	S24°33'55"W	337.25'
C19	275.00'	26°07'56"	S19°45'21"E	124.34'
C20	15.00'	83°47'43"	S79°43'09"E	21.90'
C21	550.00'	4°47'07"	N50°59'27"E	45.92'
C22	15.00'	90°00'00"	N33°53'53"E	21.21'
C23	300.00'	73°52'07"	S4°29'29"E	360.48'
C24	15.00'	84°06'47"	N9°36'14"W	20.10'
C25	375.00'	17°28'52"	S42°55'12"E	113.97'
C26	325.00'	23°22'05"	S45°51'48"E	131.63'
C27	325.00'	37°08'57"	N38°59'08"W	206.91'
C28	325.00'	10°34'19"	N78°28'16"E	50.88'
C29	15.00'	83°42'30"	S41°54'11"W	20.02'
C30	350.00'	30°04'13"	N15°05'02"E	181.59'
C31	300.00'	71°31'15"	N5°38'29"W	350.64'
C32	325.00'	6°06'01"	S38°21'07"E	34.59'
C33	15.00'	83°14'37"	N76°55'25"W	19.93'
C34	275.00'	12°51'24"	S55°01'35"W	61.58'
C35	15.00'	90°00'00"	S33°53'53"W	21.21'
C36	15.00'	90°00'00"	N86°24'07"W	21.21'
C37	600.00'	34°42'43"	N65°57'14"E	357.97'
C38	1025.00'	3°51'05"	S85°14'08"W	68.89'
C39	975.00'	3°51'05"	N85°14'08"E	65.53'
C40	15.00'	90°00'00"	N38°18'36"E	21.21'
C41	15.00'	90°00'00"	N51°41'24"W	21.21'
C42	15.00'	90°00'00"	N38°18'36"E	21.21'
C43	775.00'	13°35'02"	N13°28'55"W	183.31'
C44	250.00'	73°51'20"	S4°28'29"E	300.40'
C45	15.00'	90°00'00"	S86°24'07"E	21.21'
C46	325.00'	12°51'24"	S55°01'35"W	72.77'
C47	15.00'	83°14'37"	N19°49'58"E	19.93'
C48	325.00'	1°21'54"	S21°06'23"E	7.74'
C49	275.00'	37°08'53"	N38°59'08"W	175.08'
C50	15.00'	90°00'00"	S77°27'10"W	21.21'
C51	335.00'	10°34'19"	N78°28'16"E	61.72'
C52	300.00'	3°49'21"	N32°01'49"E	20.01'
C53	350.00'	3°16'28"	S31°45'22"W	20.00'
C54	15.00'	89°59'55"	N61°47'59"W	21.22'

LOT SUMMARY				LOT SUMMARY			
LOT	BLK	LOT WIDTH	LOT AREA	LOT	BLK	LOT WIDTH	LOT AREA
7	A	67.67'	8900 SF	0.204 AC	15	H	69.12'
8	A	67.10'	8744 SF	0.201 AC	16	H	50.31'
9	A	63.55'	8270 SF	0.190 AC	17	H	65.64'
10	A	64.35'	8036 SF	0.184 AC	18	H	65.96'
11	A	82.38'	10661 SF	0.245 AC	19	H	50.49'
46	C	50.00'	6000 SF	0.138 AC	20	H	50.00'
47	C	50.00'	6092 SF	0.140 AC	21	H	49.20'
48	C	67.96'	7034 SF	0.161 AC	22	H	50.80'
49	C	60.40'	6595 SF	0.151 AC	23	H	50.00'
50	C	50.00'	6030 SF	0.138 AC	24	H	50.00'
51	C	49.99'	6343 SF	0.146 AC	25	H	60.90'
52	C	50.03'	6637 SF	0.152 AC	26	H	68.24'
8	F	60.01'	10768 SF	0.247 AC	27	H	76.81'
9	F	60.01'	9816 SF	0.225 AC	28	H	76.96'
10	F	60.01'	5824 SF	0.136 AC	1	I	65.00'
11	F	60.00'	7935 SF	0.182 AC	2	I	69.40'
12	F	60.00'	7800 SF	0.179 AC	3	I	68.71'
13	F	60.00'	7800 SF	0.179 AC	4	I	56.82'
14	F	60.00'	7800 SF	0.179 AC	5	I	60.71'
15	F	60.00'	7800 SF	0.179 AC	6	I	78.68'
16	F	60.00'	7800 SF	0.179 AC	7	I	71.56'
17	F	60.00'	7800 SF	0.179 AC	8	I	71.56'
18	F	60.00'	7800 SF	0.179 AC	9	I	75.29'
19	F	60.00'	7800 SF	0.179 AC	1	J	70.00'
20	F	60.00'	8681 SF	0.199 AC	2	J	60.00'
21	F	70.00'	12230 SF	0.281 AC	3	J	60.00'
22	F	95.84'	13211 SF	0.303 AC	4	J	60.00'
23	F	50.01'	8238 SF	0.189 AC	5	J	60.00'
24	F	50.03'	8687 SF	0.199 AC	6	J	60.00'
25	F	50.03'	7549 SF	0.173 AC	7	J	94.01'
26	F	49.93'	6876 SF	0.158 AC	4	K	60.00'
27	F	50.00'	6250 SF	0.143 AC	5	K	60.00'
28	F	50.00'	6250 SF	0.143 AC	6	K	60.00'
29	F	50.00'	6250 SF	0.143 AC	7	K	60.00'
30	F	50.00'	6250 SF	0.143 AC	8	K	59.93'
31	F	50.00'	6250 SF	0.143 AC	9	K	49.97'
32	F	50.00'	6250 SF	0.143 AC	10	K	49.97'
33	F	50.00'	6409 SF	0.147 AC	11	K	49.97'
34	F	50.02'	6947 SF	0.159 AC	12	K	49.97'
35	F	50.02'	7007 SF	0.161 AC	13	K	49.97'
36	F	50.02'	7096 SF	0.163 AC	14	K	49.97'
37	F	50.02'	6738 SF	0.155 AC	15	K	50.00'
38	F	50.02'	6284 SF	0.144 AC	16	K	50.00'
39	F	50.02'	6160 SF	0.141 AC	17	K	50.00'
40	F	50.02'	6490 SF	0.149 AC	18	K	60.00'
41	F	50.04'	6729 SF	0.154 AC	1	L	60.16'
42	F	60.00'	6855 SF	0.157 AC	2	L	50.00'
1	H	69.13'	8560 SF	0.197 AC	3	L	50.00'
2	H	50.00'	6500 SF	0.149 AC	4	L	70.02'
3	H	50.00'	8500 SF	0.149 AC	5	L	85.13'
4	H	50.00'	6722 SF	0.154 AC	6	L	58.54'
5	H	65.14'	9493 SF	0.218 AC	7	L	74.24'
6	H	50.00'	7671 SF	0.176 AC	8	L	66.52'
7	H	50.03'	9355 SF	0.215 AC	9	L	66.52'
8	H	50.03'	9519 SF	0.219 AC	42	L	50.00'
9	H	50.03'	7846 SF	0.180 AC	43	L	60.00'
10	H	50.03'	6821 SF	0.157 AC	1	M	50.08'
11	H	50.03'	6532 SF	0.150 AC	2	M	50.02'
12	H	50.03'	6918 SF	0.159 AC	3	M	50.02'
13	H	50.03'	7537 SF	0.173 AC	4	M	50.02'
14	H	82.10'	12093 SF	0.278 AC	901	M	N/A

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2

A 28.040 ACRE TRACT OF LAND OUT OF A PORTION OF A 61.49 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 17034173, AND A 0.0002 ACRE TRACT, A 0.180 ACRE TRACT, A 0.158 ACRE TRACT, AND A 0.481 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18035691, ALL OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE SAMUEL PHARRAS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360 IN HAYS COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION
FOR

A 28.040 ACRE, MORE OR LESS, TRACT OF LAND COMPRISED OF A PORTION OF THE 61.49 ACRE TRACT CONVEYED TO HMBRR DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034173 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF THE 188.51 ACRE TRACT CONVEYED TO HMBRR, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 17034176 IN SAID OFFICIAL PUBLIC RECORDS, IN THE SAMUEL PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, IN HAYS COUNTY, TEXAS. SAID 28.040 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00;

COMMENCING: AT A FOUND MAG NAIL AT THE SOUTHERNMOST CORNER OF SAID 188.51 ACRE TRACT;

THENCE: N 48°29'18" E, ALONG AND WITH THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT, AT A DISTANCE OF 111.03 FEET PASSING THE WEST CORNER OF THE 132.59 ACRE TRACT DESCRIBED IN VOLUME 5224, PAGE 246 IN SAID OFFICIAL PUBLIC RECORDS, CONTINUING ALONG AND WITH THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT, AT A TOTAL DISTANCE OF 2127.82 FEET TO A FOUND 1/2" IRON ROD MARKED "VICKREY", AT AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND AN ANGLE POINT OF SAID 132.59 ACRE TRACT;

THENCE: ALONG AND WITH THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT AND THE NORTHWEST LINE OF SAID 132.59 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 25°44'10" E, A DISTANCE OF 39.08 FEET TO A FOUND MAG NAIL, AT AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND AN ANGLE POINT OF SAID 132.59 ACRE TRACT;

S 49°37'46" E, A DISTANCE OF 34.21 FEET TO A FOUND MAG NAIL, AT AN ANGLE POINT OF SAID 188.51 ACRE TRACT AND AN ANGLE POINT OF SAID 132.59 ACRE TRACT;

N 48°35'53" E, A DISTANCE OF 1423.66 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE: DEPARTING THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT AND THE NORTHWEST LINE OF SAID 132.59 ACRE TRACT, OVER AND ACROSS SAID 188.51 ACRE TRACT AND SAID 61.49 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 59°52'52" W, A DISTANCE OF 211.37 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";
NORTH-EASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 00°27'37", A CHORD BEARING AND DISTANCE OF N 29°53'20" E, 2.41 FEET, FOR AN ARC LENGTH OF 2.41 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 60°20'29" W, A DISTANCE OF 115.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 22°50'13" E, A DISTANCE OF 43.95 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 09°11'38" E, A DISTANCE OF 43.95 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 03°37'26" W, A DISTANCE OF 41.26 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 21°09'38" W, A DISTANCE OF 46.64 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 41°24'07" W, A DISTANCE OF 51.61 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 41°24'07" W, A DISTANCE OF 150.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 48°35'53" W, A DISTANCE OF 130.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 41°24'07" E, A DISTANCE OF 20.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 48°35'53" W, A DISTANCE OF 380.33 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 63°07'22" W, A DISTANCE OF 179.85 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 83°18'36" W, A DISTANCE OF 373.56 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";
N 06°41'24" W, A DISTANCE OF 135.26 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1025.00 FEET, A CENTRAL ANGLE OF 02°33'53", A CHORD BEARING AND DISTANCE OF S 85°52'45" W, 45.88 FEET, FOR AN ARC LENGTH OF 45.88 FEET TO A POINT;

S 87°09'41" W, A DISTANCE OF 35.21 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 02°50'19" W, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 06°41'24" W, A DISTANCE OF 438.42 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 06°41'24" W, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 06°41'24" W, A DISTANCE OF 161.57 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 17°22'23" W, A DISTANCE OF 115.59 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 22°04'53" W, A DISTANCE OF 56.05 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 67°02'44" E, A DISTANCE OF 142.32 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 02°19'30", A CHORD BEARING AND DISTANCE OF S 21°26'11" E, 31.45 FEET, FOR AN ARC LENGTH OF 31.45 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 69°43'34" E, A DISTANCE OF 202.47 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 45°35'23" E, A DISTANCE OF 55.21 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";
N 26°43'21" E, A DISTANCE OF 74.14 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 33°02'18" E, A DISTANCE OF 151.46 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 35°10'02" E, A DISTANCE OF 42.81 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 55°49'14" E, A DISTANCE OF 127.69 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'46" E, A DISTANCE OF 100.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHWESTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 10°49'14" W, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'46" E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 79°10'46" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.56 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 55°49'14" E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'46" E, A DISTANCE OF 100.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 55°49'14" E, A DISTANCE OF 120.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 34°10'46" E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 38°25'46" E, A DISTANCE OF 91.92 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 56°10'39" E, A DISTANCE OF 95.45 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 56°13'41" E, A DISTANCE OF 57.67 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 49°03'14" E, A DISTANCE OF 64.36 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 45°10'23" W, A DISTANCE OF 120.09 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 24°24'10", A CHORD BEARING AND DISTANCE OF S 32°37'32" E, 137.38 FEET, FOR AN ARC LENGTH OF 136.42 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 20°25'27" E, A DISTANCE OF 68.68 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 20°58'41", A CHORD BEARING AND DISTANCE OF S 30°54'47" E, 100.13 FEET, FOR AN ARC LENGTH OF 100.69 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 41°24'07" E, A DISTANCE OF 182.22 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 28°52'03", A CHORD BEARING AND DISTANCE OF S 26°58'06" E, 174.48 FEET, FOR AN ARC LENGTH OF 176.34 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

SOUTHEASTERLY, ALONG A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 83°42'30", A CHORD BEARING AND DISTANCE OF S 54°23'19" E, 20.02 FEET, FOR AN ARC LENGTH OF 21.91 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";
N 83°45'26" E, A DISTANCE OF 59.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°34'19", A CHORD BEARING AND DISTANCE OF N 78°28'16" E, 50.67 FEET, FOR AN ARC LENGTH OF 50.74 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 73°11'07" E, A DISTANCE OF 43.79 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

NORTH-EASTERLY, ALONG A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°58'06", A CHORD BEARING AND DISTANCE OF N 28°12'04" E, 21.21 FEET, FOR AN ARC LENGTH OF 23.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" ON THE WEST RIGHT-OF-WAY OF OLD STAGECOACH ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND THE EAST LINE OF SAID 61.49 ACRE TRACT;

THENCE: S 16°48'59" E, ALONG AND WITH THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD AND THE EAST LINE OF SAID 61.49 ACRE TRACT, AT A DISTANCE OF 238.11 FEET PASSING A FOUND 1/2" IRON ROD, CONTINUING A TOTAL DISTANCE OF 238.92 FEET TO A POINT, AT THE SOUTHEAST CORNER OF SAID 61.49 ACRE TRACT;

THENCE: S 36°01'08" W, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID OLD STAGECOACH ROAD, ALONG AND WITH THE SOUTHEAST LINE OF SAID 61.49 ACRE TRACT, A DISTANCE OF 42.61 FEET TO A FOUND MAG NAIL, AT AN ANGLE POINT OF SAID 61.49 ACRE TRACT AND THE NORTHERNMOST CORNER OF SAID 132.59 ACRE TRACT;

THENCE: S 48°35'53" W, ALONG AND WITH THE NORTHWEST LINE OF SAID 132.59 ACRE TRACT, THE SOUTHEAST LINE OF SAID 61.49 ACRE TRACT AND THE SOUTHEAST LINE OF SAID 188.51 ACRE TRACT, A DISTANCE OF 159.68 FEET TO THE POINT OF BEGINNING, AND CONTAINING 28.040 ACRES IN HAYS COUNTY, TEXAS. SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND BY PAPE-DAWSON ENGINEERS, INC.

PREPARED BY: PAPE-DAWSON ENGINEERS, INC.

DATE: AUGUST 15, 2018

JOB NO. 8141-08

DOC. ID. N:\CIVIL\8141-08\WORD\8141-08 FN SECTION 2.DOCX

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS ENTIRELY WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER TRANSITION ZONE, AND EAST OF BOTH THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE, AND THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0207.F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 45683.1 F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 6.614 ACRES.
10. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION POND AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
16. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
17. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
18. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
19. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THIS ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT-STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
20. FOR THE TWO (2), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
21. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5 AND #9.
22. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON MARCH 21, 2017.
23. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
24. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
25. 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 COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
26. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF COLD RIVER RUN, FAWN RIVER RUN, PAINTED CREEK WAY, AND FISH CREEK LANE. THOSE SIDEWALKS NOT ABUTTING RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #439, ARTICLE V, SEC. 10, KYLE CODE)
26. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
27. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 2

A 28.040 ACRE TRACT OF LAND OUT OF A PORTION OF A 61.49 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 17034173, AND A 0.0002 ACRE TRACT, A 0.180 ACRE TRACT, A 0.158 ACRE TRACT, AND A 0.481 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18035891, ALL OUT OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE SAMUEL PHARASS 1/4 LEAGUE, SURVEY NO. 14, ABSTRACT NO. 360 IN HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800
DATE OF PREPARATION: March 08, 2019

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED SEPTEMBER 20, 2017, RECORDED IN DOCUMENT 17034176, AND DEED DATED OCTOBER 5, 2018, RECORDED IN DOCUMENT 18035891, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 28.040 ACRES OF LAND OUT OF THE SAMUEL PHARASS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 2

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

HMBRR DEVELOPMENT INC.
BY: BLAKE MAGEE
PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D. 20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 17034176 AND RECORDED DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, A.D. 20____.

CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
3520 BEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME

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 _____, 20____, A.D., AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DFN # _____.

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

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, A.D. 20____.

CHAIRPERSON

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

SHAUNA L. WEAVER
REGISTERED PROFESSIONAL ENGINEER NO. 89512
PAPE-DAWSON ENGINEERS, INC.
TBPE, FIRM REGISTRATION NO. 470
TBPLS, FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERWATER 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.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

CITY ENGINEER

DIRECTOR OF TRANSPORTATION DATE
COUNTY OF HAYS

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 KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the 2020 Hays County Feral Hog Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 28, 2020	5,000

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
TAMMY CRUMLEY	JONES	N/A

SUMMARY

Texas State University - The Meadows Center for Water and the Environment will provide services associated with Texas A&M AgriLife Extension Feral Hog Abatement Grant program as follows:

- General Project Management
- Website Development/Social Media Campaign
- Two Landowner Outreach Events
- Hays County Feral Hog Removal Tracking including a County Level Damage Assessment
- Remote-Operated Feral Hog Trap Sharing Cooperative
- Cost-Sharing Incentive Program
- Development of Final Report

The Feral Hog Abatement Grant Program will provide up to \$7,500 in funding assistance for this program of which \$5,000 will be utilized for the services.

FY2020 HAYS COUNTY FERAL HOG PROGRAM INTERLOCAL COOPERATION AGREEMENT

This FY2020 Hays County Feral Hog Program Interlocal Cooperation Agreement ("Agreement") between Hays County ("COUNTY") and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment, is entered into the 28th day of January, 2020 and shall continue through August 31, 2020.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the Scope of Work, attached hereto and incorporated herein as Attachment "A," which may be amended in writing from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall bill the COUNTY monthly beginning on March 1, 2020, and the COUNTY shall reimburse TXSTATE for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans and progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods, customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specifications, information, and other items

in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest; Non-hire Provision. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE's duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY. For a period of six (6) months following any termination, TXSTATE shall not, directly or indirectly hire, solicit, or encourage anyone to leave the COUNTY's employment, any employee, consultant, or TXSTATE of the COUNTY or hire any such employee, consultant, or TXSTATE who has left the COUNTY's employment or contractual engagement within one year of such employment or engagement.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by ten (10) business days' written notice to TXSTATE. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

TexasStateUniversity
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Hays County
Attn: Ruben Becerra, County Judge
111 East San Antonio Street, Suite 300
San Marcos, TX 78666

Email: judge.becerra@co.hays.tx.us, lindsay.mcclune@co.hays.tx.us, alexandra.thompson@co.hays.tx.us
Phone: 512-393-2205

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above . The parties hereto agree that facsimile signatures shall be as effective as if originals.

HAYS COUNTY

Ruben Becerra
County Judge

Date

TEXAS STATE UNIVERSITY

Dan Alden
Director of Procurement and
Strategic Sourcing

Date

Attachment A

Scope of Work

In 2019, Hays County collaborated with TXSTATE to submit the grant application entitled: “Texas A&M AgriLife Extension Feral Hog Abatement Grant – Hays County”. Hays County was awarded \$7,500 to provide supplies, technical support, contracted services and education related to feral hog management.

Texas State University, the Meadows Center for Water and the Environment (“TXSTATE”) will support Hays County (“COUNTY”) in the completion of deliverables for “Texas A&M AgriLife Extension Feral Hog Abatement Grant – Hays County” toward fulfillment of the Interlocal Agreement by and between Hays County and Texas A&M AgriLife Extension Service as executed December 10, 2019.

It is estimated that TXSTATE can complete the proposed services outlined below for \$5,000, that includes approximately 80 hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Manage project website and social media platform.
- **Two (2) Landowner Outreach Events:** Coordination of one (1) Hays Co. Feral Hog Workshop and three (1) one-hour webinars.
- **Hays County Feral Hog Removal Tracking including a County Level Damage Assessment:** Develop and deliver tracking tool and County Level Damage and Control Assessment.
- **Remote-operated feral hog trap sharing cooperative:** Coordinate trap sharing cooperative program currently being implemented by Hays County with assistance from the Caldwell County Feral Hog Task Force.
- **Cost-sharing incentive programs – trapping supplies and aerial hunting:** Implement cost-sharing incentive programs. Trapping supplies for two program participants. Secure aerial services contracts for up to three total hours of aerial hunting service contracts.
- **Development of Final Report:** Draft final report due 7/31/20. Final report due 8/31/20.

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities; and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the contract, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBUC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

ATTACHMENT C
INTERLOCAL AGREEMENT by and between
HAYS COUNTY and TEXAS A&M AGRILIFE EXTENSION SERVICE

INTERLOCAL AGREEMENT
by and between
HAYS COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Hays County** (hereafter referred to as “COUNTY”), a county within the State of Texas and **Texas A&M AgriLife Extension Service** (hereafter referred to as “AGRILIFE EXTENSION”), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as “Party” or collectively as the “Parties”.

SECTION 1
PURPOSE

- 1.01** In accordance with H.B. No. 1, 86th Regular Legislative Session, 2019, (General Appropriations Act for the 2020-21 Biennium) Article III, page 234, rider 7, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the “Program”) to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County’s proposed feral hog abatement eradication project (the “Project”). COUNTY has proposed to complete the Project as set out in the COUNTY’s Application including a Description of Activities (collectively “Application”) attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2019 and will terminate on August 31, 2020, unless cancelled according to section 2.02 of this Agreement.
- 2.02** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COUNTY OBLIGATIONS

- 3.01** *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02** *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance.
- 3.03** *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04** *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.05** *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.06** *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

SECTION 4 COMPENSATION

- 4.01** *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to **\$7,500** for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the

Application but will not exceed \$7,500 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.

- 4.02** *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than August 31, 2020. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$7,500. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services
Attn: Gina D. Chairez-Blochlinger
P.O. Box 690170
San Antonio, TX 78249
(a copy may be sent by Email to: Gina.D.Chairez@aphis.usda.gov)

- 4.03** *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

- 4.04** *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see:
<https://fm.xcpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.
6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

4.05 *Ineligible Expenses:* Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

4.06 *Non-expended grant funds:* If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

SECTION 5 MISCELLANEOUS

5.01 *Notices:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

COUNTY: Hays County
Attn: Ruben Becerra, County Judge
111 E. San Antonio St., Ste. 300
San Marcos, TX 78666

AGRILIFE EXTENSION: Texas A&M AgriLife Extension Service
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170
San Antonio, TX 78269

By courier: 5730 Northwest Parkway
San Antonio, TX 78249

5.02 *Force Majeure:* Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant

of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.

- 5.03** *Parties Relationship:* Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04** *Applicable Law:* This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** *Cumulative Rights:* All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** *Non-waiver:* A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** *Counterparts:* This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** *Severability:* If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** *Entire Agreement:* This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** *Successors and Assigns:* All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

5.12 Dispute Resolution: Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

AGREED and EXECUTED on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.

HAYS COUNTY

By: 

Name: Ruben Becerra

Title: County Judge

Date: 12-10-2019

TEXAS A&M AGRILIFE EXTENSION SERVICE

By: 

Name: Dr. Jeff Hyde

Title: Director

Date: 11/20/19

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion regarding the formation of a new Parks and Open Space Advisory Board (POSAB) and the appointment of members to the Board.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

On Oct 1, 2019 the Court discussed the formation of a new Parks and Open Space Advisory Board (POSAB). It is now time to begin making appointments to the Board.

As County continues to plan for future growth the forming of a new Parks and Open Space Advisory Board (POSAB) could be utilized to provide input to the Commissioners Court and County staff. A POSAB was last involved in the creation of the 2012 Hays County Parks, Open Space and Natural Areas Master Plan.

The 2012 Hays County Parks, Open Space and Natural Areas Master Plan was the result of a comprehensive process led by the County and consultant team. This process included a review of existing County documents, focus-group input, Hays County Park POSAB input and review, citizen participation, Commissioner input and County staff input and review from January to October 2011. From this phased process, a list of recommendations for the County's parks and open space system as a whole, as well as each of the County's six parks was created.

A link to the 2012 Master Plan can be found on the Hays County Parks Department webpage:

https://hayscountytx.com/download/departments/parks_recreation/Parks-Master-Plan-April-2012.pdf

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the resignation of Ray Whisenant and the appointment of Walt Smith to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA").

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award contracts for IFB 2020-B04 Concrete to Lauren Concrete, Inc. and Brauntex Materials, Inc.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Purchasing received two bids pursuant to IFB 2020-B04 Concrete. Awards are recommended according to the table below.

Award Summary

Vendor	Items
Lauren Concrete, Inc..	Primary Vendor - All items for Delivery Areas 1 & 2 Primary Vendor - Item B04.3 (Hydraulic Cement Concrete) for all Delivery Areas Other items as needed
Brauntex Materials, Inc.	Primary Vendor - Items B04.1, B04.2, B04.4 for Delivery Areas 3 & 4 Other items as needed

Attached: IFB 2020-B04 Tabulation

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Hays County Judge to execute a Memorandum of Understanding between the Hays County Veteran Service Office and the Austin Vet Center to provide Counseling services to Veterans at the Hays County Courthouse.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jude Prather, Veterans Service Officer

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

This MOU between the Austin Vet Center and the Hays County Veteran Service Office will enhance the services provided to our Veterans by establishing on site counseling program at the Hays County Courthouse. This will also allow the Austin Vet Center to expand counseling services for the Veterans in the Hays county area by establishing the Hays County Veteran Service Officer as a community access point for counseling services.

MEMORANDUM OF UNDERSTANDING BETWEEN

DEPARTMENT OF VETERANS AFFAIRS, AUSTIN VET CENTER #703 AND HAYS COUNTY VETERANS SERVICE OFFICE, SAN MARCOS, TX

1. **PURPOSE.** This document serves as a Memorandum of Understanding (“MOU”) between the **Austin Vet Center #703**, 1524 S IH 35, Austin, TX 78704 (“Vet Center”), a program of Readjustment Counseling Service under the Department of Veterans Affairs (“VA”), and Hays County Veterans Service Office, San Marcos TX (“Hays County VSO”).

2. **AUTHORITY.** Section 1712A of Title 38, United States Code permits the Secretary of Veterans Affairs to, upon request of the Veteran, furnish counseling to the Veteran through a Vet Center to assist the Veteran in readjusting to civilian life.

3. **RESPONSIBILITIES.**

i. Austin Vet Center responsibilities:

a. **Tour of Duty:** In compliance with Hays County VSO hours of operation, the Vet Center representative’s tour of duty will be one day per month from 0800-1630 with an approximate 30-minute lunch break (subject to Vet Center scheduling, as needed). This tour of duty will ensure that the Hays County VSO staff is on-site and available during this time.

b. **Sessions:** The Vet Center will provide a counselor to meet with Veterans to conduct individual and/or group counseling sessions to eligible veterans. The exact time of the group or individual appointments will be coordinated between the Vet Center and the Hays County VSO.

c. **Supervision.** While at the Hays County VSO, the Vet Center representative shall be organizationally and professionally responsible to the Vet Center line of authority.

ii. Hays County Veterans Service Office responsibilities:

a. **Office Space.** Hays County VSO will ensure that space is available for veterans individual and/or group members to meet with the Vet Center representative on the date designated herein. The Vet Center representative will have access to copiers, fax machines, and telephone equipment.

b. **Administrative Staff Meetings.** The Vet Center representative will be apprised of any pertinent information discussed in Hays County VSO staff meetings when the agenda includes information and coordination of activities involving the Vet Center.

c. **Duty Hours:** The Hays County VSO will arrange for access to the facility for the agreed group counseling or individual appointment times during regular business hours.

4. **REFERRALS.** The Hays County VSO will refer Veterans in need of other Vet Center services to the Vet Center core staff. Services provided within this MOU are for eligible veterans only. Independent access to the Vet Center or to client data is outside the scope of this MOU.

5. **POINT OF CONTACT:** Jude Prather, Hays County Courthouse, 111 E San Antonio San Marcos TX 78666, 512-392-8387.

HAYS COUNTY

Hays County Courthouse
Attn: Jude Prather
111 East San Antonio Street, Suite
San Marcos, Texas 78666
Phone: (512) 392-8387
Fax: (512) 393-7718
Email: jude.prather@co.hays.tx.us

Austin Vet Center

Austin Vet Center - #703
Attn: Jane E. Olien, LCSW, BCD
1524 S IH 35 Frontage Rd., Suite 100
Austin, Texas 78704
Phone: (512) 416-1314
Fax: (512) 416-7019
Email: jane.oliem@va.gov

6. **EFFECTIVE DATE AND TERM:** This MOU becomes effective on the date of the last signature below and shall continue for a period of one year from the Effective Date Thereafter, this MOU shall automatically renew on an annual basis, unless otherwise terminated pursuant to Section 8 below.

7. **MODIFICATION:** The parties have the authority to amend or modify this MOU at any time in writing and upon mutual consent of both parties.

8. **TERMINATION:** This MOU is a statement of agreement between the parties and may be canceled or extended at any time by mutual written agreement of the parties. Either party may terminate this agreement by giving no less than thirty (30) days' notice in writing to the point of contact listed in Section 5 above.

APPROVED BY:

Judge Ruben Becerra
Hays County

Date: _____

Jane E. Olien, LCSW, LCDC
Director
Austin Vet Center

Date: _____

Jude Prather
Hays County Veterans Service Officer

Date: _____

Leticia L. Dreiling, LCMFT, LCAC
Deputy District Director
Continental District 4, Zone 2
Readjustment Counseling Service

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve award of RFP 2020-P02 Countywide Janitorial Services to PBS of Texas and authorize the County Judge to execute a contract

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

TAMMY CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Purchasing received eight (8) proposals related to RFP 2020-P02. After evaluation and scoring of the proposals by staff, it is recommended that a contract award be made to PBS of Texas.

Attached: PBS of Texas Contract



JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement ("Agreement") is entered into as of this 28th day of January, 2020 between PBS of Texas, LLC ("Contractor") located at 3456 Alemeda Street, Suite 448 Fort Worth, Texas 76126 and Hays County, Texas ("Client") located at 111 East San Antonio Street, Suite 300, San Marcos, Texas, 78666.

1. **SERVICES:** Contractor shall provide janitorial and related services to Client in accordance with the proposal specifications detailed in RFP 2020-P02. Contractor may perform the services by any generally-accepted means and shall not be responsible for delay in performance for circumstances beyond its control.
2. **TERM:** This Agreement shall commence on February 3, 2020 and be in effect for one (1) year with four (4) additional one (1) year renewals. This Agreement will automatically renew annually unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Section below.
3. **TERMINATION:** Either party may cancel this Agreement with or without cause or penalty upon thirty (30) days written notice in accordance with Section 10 below.
4. **PRICE:** Client agrees to pay Contractor, on a monthly basis, for the services as described below based on cleanable square footage provided by Hays County.

Hays County Pricing

	Square Footage	Monthly Rate
Government Center	96,500	\$9,659.30
Health Department	5,000	\$500.00
Kyle PCT 2	14,250	\$1,425.00
Buda PCT 5	5,905	\$590.50
Development Services / Transportation	16,950	\$1,695.00
Foreman Building	2,400	\$60.00
Wimberley PCT 3	10,000	\$1,000.00
Dripping Springs PCT 4	6,300	\$630.00
Kyle Train Depot	4,000	\$65.00
Jail	12,570	\$550.00

Public Safety Building	12,000	\$500.00
Training Academy Portables	2,900	\$125.00
Jail Vehicle & Maintenance Building	1,200	\$100.00
Total Monthly Rate w/o new building		\$16,899.80
New Emergency Services Building		\$6,948.20
Total Monthly Rate w/new building		\$23,848.00

Additional Porter Hourly Rate \$18.50

Pricing is based upon PBS providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein and is based upon a five (5) day per week work schedule, excluding County-observed holidays. Client agrees to notify Contractor in advance and in writing in the event Contractor's cleaning responsibilities are to be decreased or increased from those previously established. Contractor agrees not to clean any unoccupied space unless specifically requested to do so, in writing, by the Director of Countywide Operations or Building Maintenance Manager.

Consumables

Expendable restroom supplies, such as toilet tissue, hand towels, hand soap, plastic liners for restrooms and trash receptacles will be provided by Contractor for all areas.

If such supplies are provided by the Contractor and are included in the monthly square footage or flat rate charge, should the volume and/or cost of these items increase by more than five percent (5%) over the established cost, the Client agrees to permit the Contractor to increase the monthly charge to cover such an increase. A summary analysis will be prepared to track the usage and cost. This information will be submitted with any request for a rate increase.

Square Footage Adjustments

Contractor's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "common areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc. Additions and/or deletions to the cleanable square footage will be adjusted at the rates stated in the Pricing Summary.

The Client will be responsible for notifying Contractor of any additions/deletions in cleanable square footage as they occur.

Unless otherwise stipulated, square footage adjustments will be calculated as follows:

- i. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 1st through 15th of the month will be added or deleted for the full month.
- ii. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 16th through the end of the month, will be added or deleted effective the 1st day of the following month.
- iii. Additions and/or deletions of 3,000 sq. ft. or more will be calculated from the actual notification date.

In the event the Client makes an error in calculation of square footage, Contractor will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage more than thirty (30) days retroactively from the date of notification.

Minimum Wage Escalation

Prices quoted herein are based on current federal and state minimum wage rates. As additional wage increases are imposed on Contractor due to current and/or future legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Contractor, prior to increasing related billing rates, will secure the Client's approval of such increases.

The Affordable Care Act

Prices quoted herein are based on the rules, regulations, and legislation in place pertaining to employee benefits. As the Affordable Care Act continues to evolve with adjustments and revisions and such the new laws are imposed on Contractor due to current and/or future legislation, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Prior to increasing related billing rates, Contractor will secure the Client's approval of such increases.

Holidays

Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the workweek shall be subject to an additional charge of one full day at straight time only if/when Contractor is obligated to pay wages for that day.

Price Determination

The price(s) quoted herein are based on "cash equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within thirty (30) days of invoice date. Payments by any other means, such as credit cards will be subject to a service surcharge.

Invoicing

Contractor will deliver an invoice (the "Invoice") to Client by the end of each calendar month for the next calendar month's services. Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice (the "Due Date"). Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement pursuant to Section 10.

Additional Pricing

Emergency Labor

Regular Working Hours	\$18.50 per man hour
After Hours, Week-ends and Holiday Cleaning	\$30.75 per man hour
Supervisor (Anytime)	\$34.00 per man hour

Minimum charge of 4 hours, per person, per call.

Carpet Cleaning

Carpet cleaning not outlined in the Janitorial Specifications Section of this proposal, will be provided as an additional service at the following prices:

Semi-Dry Method	\$.20 Per Sq. Ft.
Hot Water Extraction Method	\$.25 Per Sq. Ft.

Minimum charge of \$175.00 per call

- 5. EXTRAORDINARY COST CHANGES:** If any extraordinary events affect Contractor's costs, upon written notice to Client, the parties agree to negotiate a reasonable adjustment. Such events shall include but not be limited to: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.

6. **APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriate adequate funding for this Agreement in any given fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.
7. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless Client, its agents or assigns from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage which arises out of work performed or failed to be performed under this agreement. Contractor shall not be liable for delay, loss or damage, caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond Contractor's reasonable control.

To the extent permitted by law and without requiring the establishment of a sinking fund, Client shall indemnify, defend and hold harmless Contractor from claims for injury to Contractor's employee and others resulting from the condition of Client's premises or equipment but only to the extent same is not caused by Contractor's fault. Contractor will be responsible for any theft determined to be caused by its

8. **INSURANCE AND TAXES:** Contractor agrees to maintain in effect, during the term hereof, insurance for Workers' Compensation or similar type coverage, with statutory limits, and personal injury and property damage with \$2,000,000 combined single limit liability per occurrence. Contractor shall furnish to Client prior to commencement of this agreement, a certificate of insurance evidencing such coverage and specifying that thirty (30) days' prior notice of cancellation shall be sent to Client. Contractor shall be responsible for paying all payroll-based taxes, workers' compensation, liability insurance and other similar expenses. Failure to maintain the above-stated insurance can result in termination of this Agreement.
9. **CONFORMANCE WITH LEGAL OBLIGATIONS:** Client agrees to keep its facilities in safe condition and in conformance with federal, state, and local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor, to the extent permitted by law and without requiring the establishment of a sinking fund, from loss and liability (including reasonable attorneys' fees if approved by a court of law in county (counties) in which work is performed) caused by Client's failure to do so.
10. **TERMINATION BY DEFAULT:** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may terminate the Agreement.
11. **GOVERNING LAW AND VENUE:** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Texas, without regard to any conflicts of law.
12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Client agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of this Agreement.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument and signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.
14. **NOTICES:** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid, to the following:

TO HAYS COUNTY

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Beccera
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
Phone: (512) 393-2205

TO PBS OF TEXAS, LLC

With copy to:
Hays County Government Center
Countywide Operations
Attn: Tammy Crumley
712 South Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Phone: (512) 878-6673

15. **BINDING:** This Agreement shall insure to and bind the successors, assigns, agents and representatives of both parties.
16. **AUTHORITY:** The undersigned representative of each party warrants that he/she has the full authority to execute this Agreement and bind the party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 28th day of January, 2020.

HAYS COUNTY, TEXAS

PBS OF TEXAS, LLC.

Ruben Becerra
Hays County Judge

Printed Name:
Title:

ATTEST:

Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to commit funding as part of the "Core 4" Partnership related to a Youth Services Director position for implementation of a Youth Master Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 28, 2020	\$20,000 - FY20 \$20,000 - FY21

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SHELL

SUMMARY

Community Action, Inc. will hire the Director Position with funding from the Core 4 Partnership (City of San Marcos, San Marcos Consolidated Independent School District, Hays County and Texas State University). The City of San Marcos will fund 50% of this position and the other three entities equally funding the balance. The anticipated cost to Hays County is a not to exceed \$20,000 per year. All other agencies have committed funding for this initiative and are now seeking a commitment from Hays County for this program.

The initiatives for the Youth Master Plan that will be developed and monitored by the Director are as follows:

- >research programs that produce positive mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming
- >establish best practices for working with youth around the intersection of mental health and school safety
- >pilot a juvenile diversion program that incorporates preventative mental health programming
- >local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children

The City of San Marcos will be the contracting agent with Community Action Inc. of Central Texas. Once the contract has been approved by both parties the City will be seeking formal collaboration through a Memorandum of Agreement with each Core 4 partner.

Potential Funding Source: Tobacco Settlement Funds (budget will be amended for project contribution upon execution of the formal MOA to be presented to court at a later date)

Attachment: City of San Marcos "Core 4" Summary & Background Information



MEMO

TO: Commissioner Debbie Ingalsbe
FROM: Drew Wells, Director of Parks and Recreation
DATE: January 22, 2020
RE: Youth Services Director Funding

SUMMARY

The purpose of this memorandum is to provide further detail regarding the proposed cooperative between the "Core 4," the City of San Marcos, Hays County, San Marcos Consolidated Independent School District, and Texas State University. The Core 4 is seeking to contract with Community Action, Inc to aggressively implement components of the youth Master Plan through the creation and employment of a Youth Services Director position.

Background Information:

Representatives from the Core 4 entities met on August 9, 2019 to discuss the implementation of the Youth Master Plan. Discussions were held regarding the need for a high-level position dedicated to the implementation and organization of the Youth Master Plan and its initiatives.

On September 17, 2019 the City Council provided direction to staff to move forward with a proposed concept to contract with a local non-profit organization for a period of two-years, and execute the funding and hiring of this full-time, executive level position.

On December 16, 2019 the SMCISD Board of Trustees took action to approve the overall initiative, including the financial contribution.

During Texas State University's budget process during the Fall of 2019 they too approved the overall initiative and the financial contribution.

The City of San Marcos will fund 50% of this position and the other three entities equally funding the balance. The anticipated cost to Hays County is a not to exceed amount of \$20,000 per year.

While all entities will work with this position, the City of San Marcos will be the contracting agent with Community Action Inc of Central Texas. Once the contract has been approved by both parties the City will be seeking formal collaboration through a Memorandum of Agreement with our Core 4 partners.

The following are the draft deliverables that Community Action is expected to perform as part of this endeavor:

- Partner with Texas State University, San Marcos CISD, and community-based organizations to develop out-of-school time programming focused on building a college-going and career-ready

culture and increasing levels of post-secondary educational attainment among teenagers throughout Hays County

- Work in tandem with the Core 4 and members of the community at large, to develop and implement a sustainable, community-wide mentoring program for teens focused on goal-setting and educational achievement grounded in research and best-practices
- Provide quarterly progress reports on deliverables, budget, research metrics, and program implementation to members of the Core 4 entities
- Work with Texas State University faculty in conducting research on programs that produce positive mental health outcomes in young people, collect relevant social statistics, and develop indicative longitudinal metrics to gauge efficacy of programming
- Work with Core Four partners to establish best practices for working with youth around the intersection of mental health and school safety
- Work with Hays County to pilot a juvenile diversion program that incorporates preventative mental health programming and creates pathways for post-secondary success
- Provide opportunities for Texas State University faculty to conduct local research on issues pertaining to mentoring, poverty, family, at-risk youth, and children
- Work with the Early Childhood Coalition of Hays County to promote kindergarten readiness

END

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Consulting Services Agreement between Hays County and Water PR, LLC, related to the identification of parks and open space projects for Hays County; and to authorize an exemption pursuant to Texas Local Government Code Sec.262.024(a)(4).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

NTE \$48,500

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

Funds are available in the Infrastructure Improvement Fee Fund 170

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

Water PR, LLC, with former Precinct 4 Commissioner, Karen Ford, as its principal, is uniquely qualified to assist Hays County with the process in identifying parks and open space projects for consideration. Water PR's contract would obligate it to organize and conduct meetings each month (sometimes more than one per month) through the end of fiscal year.

Potential Funding Source: Infrastructure Improvement Fee Fund - 170-657-00.5448

CONSULTING SERVICES AGREEMENT

HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Water PR, LLC** (hereinafter “Contractor”), whose primary mailing address is located at P.O. Box 1409, San Marcos, Texas 78666, hereby enter into this Consulting Services Agreement (hereinafter “Agreement”) effective the 27th day of January, 2020 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor is being retained to organize, manage, and guide the citizen process to develop a list of prospective parks, recreation, and open space projects for Hays County. The citizen process will include a number of meetings of the Parks and Open Space Advisory Board, in addition to other public meetings.

2. SERVICES

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

3. ADDITIONAL TERMS

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

4. DURATION

The parties agree that the Work will be completed one (1) year after commencement date. (hereinafter the “Completion Date”). In the event that the Parties decide that additional time is needed, they shall negotiate an extension of the Completion Date in writing prior to the Completion Date.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed forty-eight thousand, five hundred dollars (\$48,500.00 USD) for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

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

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: Countywide Operation, 712 S.Stagecoach Trail, Suite 1204 San Marcos, Texas 78666; <tammy.crumley@co.hays.tx.us>.

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

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

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

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

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

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

11. COMPLIANCE WITH LAWS

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

12. SURVIVAL

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

13. FORCE MAJEURE

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

14. SEVERABILITY

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

15. MULTIPLE COUNTERPARTS

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

16. SECTION HEADINGS, EXHIBITS

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

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party’s prior written consent thereto.

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

IN WITNESS WHEREOF, on this the 28th day of January, 2020, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

Water PR

By: Ruben Becerra
Hays County Judge

By: Karen Ford
Principal

Attest: _____
Dr. Elaine Cardenas
Hays County Clerk

EXHIBIT A

Scope of Work

PROPOSAL I Hays County Parks/Open Space Bond Proposal

PROJECT DESCRIPTION & ASSUMPTIONS

Hays County Commissioner Court desires to have citizen input on the potential and develop of a county bond measure to fund parks, recreation, open space and natural areas. The last Hays County Parks bond was successfully passed in 2007 for \$30 million. Most of those bond funds have been leveraged and spent on a variety of projects that are recapped in a Park Bond Status Report from July 2016.

Hays County seeks support In organizing, managing and guiding the citizen process to develop a project wish list and make recommendations to the Commissioners Court after a process of education on past projects, analysis of current and future needs, input from various stakeholder groups, collaboration as a citizen group representing County Interests, and making recommendations to County leadership for a bond initiative on the November 2020 ballot.

WaterPR is uniquely positioned to fill the role of managing the citizen process having been Intimately involved with the 2007 bond and the POSAB process as a member of the Commissioners Court at that time. Since leaving office at the end of 2010, principal Karen Ford was engaged to follow and support a campaign for a Travis County Parks/Open Space bond In 2012. As a public relations and marketing firm with a focus on water issues in the State of Texas and along the border, we are very aware of the role that land stewardship and conservation plays in determining water quantity and quality for the future. Further, we firmly believe in the value of getting people outside to enjoy and recreate on public lands and In natural spaces-for good health In body, mind and spirit.

We are delighted to offer consulting and support services to the Hays County Commissioners Court to organize and manage the citizen advisory board process from January through August 2020 and/or the call for election. To this end we have provided a draft outline of ideas for the process and our services and a draft timeline leading up to election day.

EXHIBIT B

Fee Schedule

EXHIBIT "B"

COST PROPOSAL

Total Project Fee **\$ 48,500**

This fee is based on some assumptions of our time, materials and the need to engage other professionals to support our work in a way that delivers an excellent, transparent, public process and delivers best project outcomes. Below is a breakdown of cost areas and statement of assumptions.

Staff time: Jan-Aug: 8-10 POSAB meetings + CC meetings	\$40,000	n
Professional facilitation and support: Assume 2-3 meetings with POSAB	4,500	
Materials and supplies	1,500	
Travel & meeting expenses	2,500	

WaterPR Staffing & Services	Hourly Fee
Project Director & Senior Writer	\$ 125/hour
Graphic designer/art director	125/hour
Web development/programming	125/hour
Project Coordinator/Digital media	75/hour
Administrative Assistant	55/hour
Photographer/Videographer	1,000/day

-- EXHIBIT "C" --

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

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 28, 2020	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

January 28, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

KENNEDY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Litigation update to be provided in Executive Session.