

**Commissioners Court February 4, 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 **4th day of February 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 | Introduction of the Magistrate, Judge Benjamin Moore, and the Indigent Defense Coordinator, Kelli Pulpan. INGALSBE/SHELL/STEEL/ZELHART |
| 2 | 5-6 | Adopt a Proclamation declaring February as Spay/Neuter Awareness Month in Hays County. SHELL/INGALSBE |
| 3 | 7-8 | Adopt a Proclamation declaring February 4, 2020 as Karen Chisum day in Hays County. SHELL |
| 4 | 9-12 | Presentation from Denise Fonseca regarding 'Room 2 Hope', a plan to upgrade the Victim Waiting room within the District Attorney's office. SHELL/INGALSBE |
| 5 | 13 | Update from the Citizens Election Advisory Commission. BECERRA/SMITH |

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.

| | | |
|----|-------|---|
| 6 | 14 | Approve payments of County invoices. VILLARREAL-ALONZO |
| 7 | 15 | Approve payments of Juror checks. VILLARREAL-ALONZO |
| 8 | 16 | Approve the payment of United Healthcare claims. VILLARREAL-ALONZO |
| 9 | 17 | Approve Commissioners Court Minutes of January 14, 2020, January 21, 2020 and January 28, 2020. BECERRA/CARDENAS |
| 10 | 18 | Authorize On-Site Sewage Facility Permit for a special needs group home located at 13701 Trautwein Road, Dripping Springs, Texas 78620. SMITH/STRICKLAND |
| 11 | 19-22 | Authorize payment to Kent Powersports of Austin related to maintenance and repairs to a 2006 Honda Motorcycle in the amount of \$647.40 in which no purchase order was issued as required per County Purchasing policy. SMITH/HOOD |
| 12 | 23-24 | Approve and confirm the appointment of James V. Mora, as a Reserve Deputy Constable, in the Hays County Constable Precinct 2, effective February 4, 2020. JONES/TORRES |
| 13 | 25 | Approve out of state travel for the Legal Support Services Coordinator – Emily Sierra, Lead Legal Assistant: Felony – Amanda Calvert, Lead Legal Assistant: Misdemeanor – Nicholas Costilla and Records Management Officer – Melody Barron, to attend the Tyler Connect Conference on April 26-29, 2020 in Orlando, Florida utilizing funds budgeted during the FY20 budget process. INGALSBE/MAU/BARRON |
| 14 | 26-33 | Authorize payment to Drone Sense in the amount of \$5,000 for UAV subscription services for the UAV in which no purchase order was issued as required per County Purchasing Policy. BECERRA/RAVEN |
| 15 | 34 | Approve out of state travel for Diane Sanchez (Information Technology Department) to attend the Tyler Connect Conference on April 26-29, 2020 in Orlando, Florida. INGALSBE/MCGILL |
| 16 | 35-41 | Accept and approve the 2019 Racial Profiling Report and the 2019 Annual Activity Report from Hays County Constable Office, Pct. 4. SMITH/HOOD |
| 17 | 42-43 | Authorize Change Order #1 to the contract between Hays County and Myers Concrete Construction for the repairs to the Jacobs Well weir in the additional amount of \$1,898.40 and amend the budget accordingly. SHELL/T.CRUMLEY |

| | | |
|----|-------|--|
| 18 | 44 | Amend the Justice of the Peace, Pct. 1-2 operating budget for \$370 additional continuing education expenses related to the Justice of the Peace Education Seminar held in Austin, Texas on February 16-19, 2020. INGALSBE/MORENO |
| 19 | 45 | Authorize On-Site Sewage Facility Permit for the Black's Venue located at 130 W Concord Circle, Austin, Texas 78737. SMITH/STRICKLAND |
| 20 | 46-49 | Authorize the County Judge to execute an agreement between Hays County and Plateau Land & Wildlife Management in the amount of \$695 for services related to the 2020 Hays CAD Wildlife Application re-file. JONES/T.CRUMLEY |
| 21 | 50-52 | Authorize the purchase of four expandable shelters in the amount of \$6,400 as part of the FY20 Department of State Health Services PHEP Grant and amend the budget accordingly. BECERRA/T.CRUMLEY |

ACTION ITEMS

ROADS

| | | |
|----|-------|---|
| 22 | 53-77 | Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Binkley & Barfield Engineering to perform detailed design services for the improvements to Windy Hill Road from Kyle City limits to FM 2001. JONES/BORCHERDING |
| 23 | 78-86 | Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #050104Y in the amount of \$28,303.26, and accept the 1-year revegetation bond #064816P in the amount of \$14,571.85 for Reunion Ranch subd., Phase 3, Section 3. SMITH/BORCHERDING |

MISCELLANEOUS

| | | |
|----|---------|---|
| 24 | 87-120 | Discussion and possible action to consider adoption of a Resolution Determining the Costs of Certain Public Improvements to Be Financed by the La Cima Public Improvement District; Approving a Preliminary Service Plan and Assessment Plan for Neighborhood Improvement Area #2, Including Proposed Neighborhood Improvement Area #2 Assessment Roll; Directing the Filing of the Proposed Neighborhood Improvement Area #2 Assessment Roll With the County Clerk to Make Available for Public Inspection; Noticing a Public Hearing for February 25, 2020 to Consider an Order Levying Assessments on Property Located Within Neighborhood Improvement Area #2 of the La Cima Public Improvement District; Directing County Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto; and Providing an Effective Date. SHELL |
| 25 | 121-125 | Discussion and possible action to consider approval of a La Cima Public Improvement District Deposit Agreement for Proposed Future Bond Test Amendment for certain costs associated with Neighborhood Improvement Area #2 of the La Cima Public Improvement District. SHELL |
| 26 | 126 | Discussion and possible action to authorize On-Site Sewage Facility Permit for three short-term rental cabins and grant a variance to section 10 M. 1. (B) of the Hays County Rules for On-Site Sewage Facilities at 630 Winn Ranch Road, Wimberley, Texas 78676. SHELL/STRICKLAND |
| 27 | 127-130 | Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the National Cooperative Purchasing Alliance (NCPA) to provide cooperative purchasing services for Hays County. BECERRA/VILLARREAL-ALONZO |
| 28 | 131 | Discussion and possible action to approve the location of office spaces for the Indigent Defense Coordinator and the Records Management Office within the Hays County Government Center located at 712 S. Stagecoach Trail, San Marcos, Texas. INGALSBE/SHELL/ZELHART/MAU |
| 29 | 132-135 | Discussion and possible action to authorize the County Judge to execute a \$25,899 Proposal from Beckwith Electronic Systems, LLC for replacement AV video/audio equipment for District Courtrooms #1, #3 & #4 and allow a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly. INGALSBE/T.CRUMLEY |
| 30 | 136 | Discussion and possible action to modify the approval process for expenditures from County Wide funds, including but not limited to expenditures for outside legal services, which was recently moved from County Wide to the Office of General Counsel budget. BECERRA |

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.

| | | |
|----|-----|---|
| 31 | 137 | Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding La Cima Public Improvement District. Possible action may follow in open Court. SHELL |
| 32 | 138 | 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 |
| 33 | 139 | Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court. Possible action may follow in open court. SHELL |

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.

| | |
|----|---|
| 34 | Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA/RAVEN |
| 35 | Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA |
| 36 | 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 |
| 37 | 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 |
| 38 | 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 31st 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

Introduction of the Magistrate, Judge Benjamin Moore, and the Indigent Defense Coordinator, Kelli Pulpan.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Steel / Zelhart

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

The Board of Judges of Hays County would like to introduce to the public our new Magistrate Judge Benjamin Moore and the new Indigent Defense Coordinator Kelli Pulpan.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation declaring February as Spay/Neuter Awareness Month in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shell

SPONSOR

SHELL

CO-SPONSOR

INGALSBE

SUMMARY

See Proclamation.



**PROCLAMATION DECLARING FEBRUARY 2020
AS SPAY/NEUTER AWARENESS MONTH**

#

WHEREAS, domestic animals have provided companionship to people for centuries, offering love and loyalty and providing many other benefits to their owners and human families, and

WHEREAS, 65 percent of U.S. households own pets, but millions of animals are left homeless, living on the streets or housed in shelters; and

WHEREAS, each year about 2.4 million animals who are otherwise healthy and adoptable are euthanized in animal shelters because of lack of resources; and

WHEREAS, it is estimated that 90 percent of pets living in poverty and 98 percent of feral and stray cats are not spayed or neutered, allowing them to reproduce and add to the overpopulation problem; and

WHEREAS, spay and neuter initiatives reduce the number of homeless animals, certain life-threatening diseases, and even curb pets' negative behaviors;

NOW, THEREFORE BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of February 2020 as

SPAY/NEUTER AWARENESS MONTH

AND DOES HEREBY CALL upon the people of Hays County to help control the overpopulation of homeless animals in our community by spaying and neutering animals in their care, to donate to a local animal welfare group or sponsor the spay/neuter of another pet to make a big difference in an animal's life and to help make resources go further at the local animal shelter.

#

ADOPTED THIS THE 4th DAY OF FEBRUARY 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

Adopt a Proclamation declaring February 4, 2020 as Karen Chisum day in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shell

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

See attached Proclamation.



**PROCLAMATION DECLARING FEBRUARY 4, 2020 AS
KAREN CHISUM DAY**

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

WHEREAS, Karen Chisum’s coaching career at Texas State University began as an assistant coach in 1978 before being named head coach in 1980; and

WHEREAS, under the leadership of Coach Chisum, the Texas State Bobcat volleyball team won nine conference regular-season titles, eleven conference tournament championships, and in 2018 earned the program’s first NCAA Tournament victory; and

WHEREAS, Coach Chisum has guided the Texas State Volleyball program past 20 wins in a season 26 times and holds a 919-559-3 career record as head coach, making her the third NCAA Division I coach to reach 900 wins; and

WHEREAS, only the fifth coach in the program’s history, Coach Chisum garnered eight Conference Coach of the Year honors and the 2018 American Volleyball Coaches Association’s South-Central Regional Coach of the Year award; and

WHEREAS, Coach Chisum’s dedication to Texas State University as both a student athlete in softball and tennis and as a legendary coach, has been recognized by the University as a Texas State Distinguished Alumni honoree and as the first female to be accepted for membership in the “T” Association’s Hall of Honor; and

WHEREAS, throughout Coach Chisum’s career, her players have accumulated over 100 All-Conference player selections and over 30 All-conference first team selections; and

WHEREAS, not only have Texas State Volleyball players excelled on the court, they have excelled in the classroom and the community, having been recognized for six consecutive years by the Sun Belt Conference for achieving a team GPA of 3.0 or higher; and

WHEREAS, Coach Chisum announced her retirement from coaching this past December leaving a legacy of Bobcat Volleyball that will last forever; and

WHEREAS, Coach Chisum’s former players, assistant coaches, university administrators, fans, family, and friends, all of whom had roles in the success of the Texas State Volleyball program during her 40-year coaching career, wish to recognize her contribution to Texas State University and her community;

NOW, THEREFORE, the Hays County Commissioners Court does hereby proclaim

**February 4, 2020
as
KAREN CHISUM DAY**

ADOPTED THIS THE 4TH DAY OF FEBRUARY 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 Denise Fonseca regarding 'Room 2 Hope', a plan to upgrade the Victim Waiting room within the District Attorney's office.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 4, 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

Denise Fonseca will be present in Court to discuss her ideas for 'Room 2 Hope'.

‘ROOM 2 HOPE’ OVERVIEW - 1.28.2020

Prepared by Denise Fonseca



From Truth Comes Hope

This serves to provide a brief overview of the *Room 2 Hope* presentation that is on the 2.4.2020 Commissioner Court Meeting agenda.

I. INTRODUCING DENISE FONSECA

Business Experience.

I am the founder of Unbeaten LLC and the non-profit initiative branded *Room 2 Hope*. I have extensive cross-cultural business experience from working in Global Marketing and Communications across 48 different countries. For over 35 years I partnered on building iconic brands such as Coca-Cola, Virgin and The Olympic Games. In addition to driving a ‘for-profit’ agenda I have also been deeply engaged in diverse Corporate Social Responsibility (non profit) initiatives.

Personal Experience.

I have lived a life rich in experiences and steeped in love. But in January 2011 I became the Victim of Domestic Violence. For 2551 days I was subjected to brutal physical and unspeakable psychological abuse. My “intimate partner,” Todd Thomas Kress, was arrested in January 2018, and in May 2019 he pled Guilty to 3 felonies for *Continuous Family Violence*. On July 18th, 2019 he was sentenced and imprisoned.

The remarkable efforts of Hays County TX Law Enforcement and so many players in the DA’s Office inspired me to ‘give birth’ to what is briefly covered in this document.

II. INTRODUCING UNBEATEN.LLC - THE UMBRELLA COMPANY

“My Story” forced me to examine much. Unbeaten is the place where I will publicly share my personal insights and learnings gleaned from a protracted experience of ‘Intimate Partner Abuse’ (IPA). We can’t always choose what happens to us but we can choose what we do about it.

Overarching Unbeaten goals are:

- To combat the Ignorance that banishes IPA to the shadows of 'shame and blame'.
- To be INCLUSIVE, because 'Intimate Partner Abuse' does not respect demographics, political convictions or religious beliefs. Unbeaten does **not** have a gender agenda.
- To spread Hope, because it is Hopelessness that destroys.

The Unbeaten website (unbeaten.org), podcasts and Social Media campaign will be sequentially launched commencing Q1 2020.

And it is from this 'soil' that the *Room 2 Hope* initiative was born.

III. INTRODUCING ROOM 2 HOPE – Version 1.0

I have fond memories of all the amazing people in Hays County Law Enforcement and DA's Office who supported me through a nightmarish legal process. But one memory stands out as *less* than ideal.

As a 'Victim' you are destined to spend endless hours in the "Victim Waiting" room. When you are at your most vulnerable, most terrified, most distressed this is a cold, harsh room. It's a sad place that heightens the emotional stress of living through the Criminal Justice System.

At its core *Room 2 Hope* is the Unbeaten non-profit effort to reinvent Victim Waiting rooms, for adult and especially child Victims, into warmer, more caring environments.

WHY?

1. At the most critical level this is about our fundamental Humanity.
2. At a pragmatic level:
 - This is where Victims 'wait' before they are meant to serve as reliable, courageous witnesses to support months of Law Enforcement effort and the endless toil of the Prosecutor.
 - This 'waiting' experience almost negates all the caring and kindness that the Prosecutor's Victim Support team (VACs) invest into making us 'broken' people strong enough to endure.
3. And at the most exciting level, *Room 2 Hope* can unify a diverse community around a common and UPLIFTING rallying point.

IV. WHAT AM I ASKING FROM YOU?

Quite simply, your enthusiastic buy-in and support.

My plan is to use *my* Restitution money, and any cash or in-kind donations, to fund the Hay County *Room 2 Hope* pilot, and then to roll this effort out, county by county across Texas and then the USA. I have no idea how to dream small. Hays County saved my life. It *must* be the poster child for this INCLUSIVE AND UPLIFTING effort. During the 2.4.2020 presentation I will share specifics on how I plan to make *Room 2 Hope* a reality.

V. MEDIA COVERAGE THROUGH THE UNBEATEN LENS

Communication is vital to the success of *Room 2 Hope*. My Media Engagement plan will be addressed on 2.4.2020.

We are bombarded with fear mongering and shocking headlines that make us feel that the world is falling apart. While it's important to report on problems and issues, we also need positive news to acknowledge that the world is also getting better, little by little. This is what fuels Hope. There is so much good in this country that can act as the anti-venom to the vitriolic rhetoric that pervades media today.

There are many reasons why negative news dominates. Disasters, scandals and sensationalism are more compelling than small improvements. Bad news happens in an instant, but good things aren't built in a day, and as they unfold, they are often out of sync with the news cycle.

But Unbeaten is committed to adding positive news to the consumer "news diet" to hopefully cultivate a more optimistic world-view. America's and our individual well being, happiness and productivity are at stake.

I invite Hays County to be the first to partner with me. You have earned first place!

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 from the Citizens Election Advisory Commission.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Alex Villalobos

SPONSOR

BECERRA

CO-SPONSOR

SMITH

SUMMARY

Information to be presented in Court, by Roland Saucedo.

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

February 4, 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

February 4, 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

February 4, 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 Commissioners Court Minutes of January 14, 2020, January 21, 2020 and January 28, 2020.

ITEM TYPE

CONSENT

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

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 special needs group home located at 13701 Trautwein Road, Dripping Springs, Texas 78620.

ITEM TYPE

CONSENT

MEETING DATE

February 4, 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

Tommy and Jana Gillis of DMG Holdings are proposing an OSSF to serve a 16 bedroom group home to treat special needs residents. This 9.58 acre tract of land will be served by a public water supply provided by WTPUA. The system designer, Stan Burrier, P.E., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 1020 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 payment to Kent Powersports of Austin related to maintenance and repairs to a 2006 Honda Motorcycle in the amount of \$647.40 in which no purchase order was issued as required per County Purchasing policy.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$647.40 |

LINE ITEM NUMBER

001-638-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|-----------------------------|---------|------------|
| Ron Hood, Constable, Pct. 4 | SMITH | N/A |

SUMMARY

Constable, Pct. 4 utilizes this marked police motorcycle unit for traffic enforcement within Pct. 4. Maintenance and repairs to said vehicle consist of:
Oil & Filter Change \$127.58
2X Tire Special \$435.98
Brake Pads (per Caliper) \$83.84
Labor \$195.60



512.288.8609
www.kps-outdoorsports.com

21015 IH 35N
KYLE, TX 78640

Repair Order Invoice

Doc Number: 36169

Service Writer: Sean Hunt

Date Printed: 11/26/2019

Date In: 11/26/2019

Cashier: Sean Hunt

Cashier Date: 11/26/2019

HAYS COUNTY CONSTABLES OFFICE

Customer Information

Home Phone: 512.214.4991.Williams

Cell Phone: 512-210-4032

Work Phone: 512.858.7605.Ron Hood

Email: modesta.alcorn@co.hays.tx.

Fold Here

Summary

| Unit | Job | Job Total |
|--|--|-----------------|
| 2006 HONDA ST 1300 | OIL & FILTER * CHANGE W/ 10 POINT INSPECTION | \$127.58 |
| 2006 HONDA ST 1300 | 2X TIRE SPECIAL (FREE INSTALL) | \$435.98 |
| 2006 HONDA ST 1300 | BRAKE PADS (PER CALIPER) | \$83.84 |
| Job Subtotal: | | \$647.40 |
| Misc: | | \$0.00 |
| Job Parts Subtotal: | | \$448.80 |
| Job Labor Subtotal: | | \$195.60 |
| Job Misc Item Subtotal: | | \$3.00 |
| Tax: | | \$0.00 |
| Total: | | \$647.40 |
| Less Deposits: | | \$0.00 |
| Total Due: | | \$647.40 |
| A/R Charge - HAYS COUNTY CONSTABLES OFFICE: | | \$647.40 |

I hereby authorize the purchase of all necessary materials and the above repair work to be done on my unit. Kent Powersports (KPS) and its employees may operate the above vehicle for the purpose of testing, inspecting and/or delivering at my risk. An express mechanics lien is acknowledged on the above vehicle to secure the amount of materials and repair work authorized above.

Conditions: KPS is not responsible for loss or damage to the vehicle, or any articles left on or in the vehicle. This includes damage caused by fire, theft, accident or any other cause beyond KPS control. Testing during diagnostics may require the machine to be run hard for a short period of time. It is possible, for damage to occur during this time. If the machine is not mechanically sound, we can not be held liable for damage caused during diagnostic testing. Diagnostics (Inspect and Report) and Damage Repair Estimates do not include reassembly. If repairs are declined, an additional fee will be charged for reassembly. Storage fees will be charged commencing 10 business days after owners are notified of completion (this includes completed estimates waiting for approval). Some parts and configurations are intended for track use only and may void manufacturer's warranty. Additionally, these items may not meet local, federal and Texas Department of Transportation (TDOT) laws. KPS will charge additional time for removing accessories that are not part of the normal maintenance procedure. Parts & Accessories that have been removed/replaced during our repair order work that are left at the dealership following the payment of the repair order are the property of the dealership.

Due to unpredictable fuel quality and improper storage procedures carburetor repairs can not be guaranteed and do not carry any warranty. X_____ Initials
If disassembly is required for diagnostics and repairs are declined, there will be additional charges to reassemble. X_____ Initials

Signature: _____

Detail

Unit 2006 HONDA ST 1300 ST1300A

Color:WHITE

VIN/Serial No:JH2SC51736M400149

Plate:

Odom/Hrs In:88,357

Out:88,361

OIL & FILTER * CHANGE W/ 10 POINT INSPECTION

Description:CHANGE ENGINE OIL WITH EPC. REPLACE OIL FILTER & CRUSH WASHER.

COMPLETE 10PT INSPECTION. REPORT ANY ADDITIONAL REPAIRS (OR) SERVICES TO SERVICE WRITER FOR AUTHORIZATION.

Resolution:11/26/19 HEATH

PERFORMED OIL AND FILTER CHANGE, USED NEW CRUSH WASHER ON OIL DRAIN, ADDED EPC TO OIL,*****REAR BRAKE PADS AND BOTH TIRES WILL NOT LAST TO NEXT OIL CHANGE****

Parts

| Part # | Qty | Description | Price | Discount | Total |
|----------------|------|------------------------|---------|----------|---------|
| 15410-MFJ-D01 | 1.00 | FILTER, OIL | \$14.49 | \$0.00 | \$14.49 |
| 94109-14000 | 1.00 | WASHER, DRAIN (14MM) | \$1.49 | \$0.00 | \$1.49 |
| BG116 | 1.00 | EPC Oil Treatment | \$10.95 | \$0.00 | \$10.95 |
| YBO | 5.00 | 10W40 OIL / QUART | \$5.99 | \$0.00 | \$29.95 |
| 44K-SERVICE | 1.00 | 2OZ 44K Fuel Treatment | \$7.95 | \$0.00 | \$7.95 |
| Parts Subtotal | | | | | \$64.83 |

Labor

| Description | Technician | Hour | Total |
|------------------------------|-------------|------|----------|
| OIL CHANGE + 10PT INSPECTION | Heath Berry | 0.5 | \$59.75 |
| Labor Subtotal | | | \$59.75 |
| Haz waste Disposal | | | \$3.00 |
| Job Subtotal | | | \$127.58 |

2X TIRE SPECIAL (FREE INSTALL)

Description:PURCHASE A TIRE FROM KENT POWERSPORTS AT RETAIL PRICE AND WE WILL INSTALL IT FOR FREE. *EXCLUSIONS APPLY* THE COST OF THE INSTALL LABOR IS COVERED BY A COUPON ON YOUR RECEIPT. FREE INSTALL PROMO COVERS LABOR COSTS ONLY. TUBES, VALVE STEMS, SHOP SUPPLIES AND DISPOSAL FEES ARE A SEPARATE CHARGE AND NOT COVERED IN THIS PROMOTION.

Resolution:11/26/19 HEATH

REPLACED AND BALANCED BOTH TIRES, INSTALLED NEW VALVES
QC BY SEAN

Parts

| Part # | Qty | Description | Price | Discount | Total |
|---------------------|-------|--------------------------------|----------|----------|------------|
| COUPON-TIRE-SPECIAL | -2.00 | COUPON | \$50.00 | \$0.00 | (\$100.00) |
| 151411 | 2.00 | VALVE STEM TR412 RUBBER TUB/50 | \$2.95 | \$0.00 | \$5.90 |
| TDF | 2.00 | TIRE DISSPOSAL FEE | \$3.80 | \$0.00 | \$7.60 |
| 303990 | 1.00 | T31 GT 120/70ZR18 FRT | \$195.99 | \$0.00 | \$195.99 |
| 303996 | 1.00 | T31 GT 170/60ZR17 REAR | \$226.49 | \$0.00 | \$226.49 |
| Parts Subtotal | | | | | \$335.98 |

Labor

| Description | Technician | Hour | Total |
|----------------------------|-------------|------|----------|
| *LOG EACH AS TIRE SPECIAL* | Heath Berry | 0.84 | \$100.00 |
| Labor Subtotal | | | \$100.00 |

Job Subtotal \$435.98

BRAKE PADS (PER CALIPER)

Description:BRAKE PADS:
INSPECT ROTOR AND LINES. REPLACE BRAKE PADS, CHECK/TOP OFF FLUID LEVEL, TEST RIDE TO "BURN" IN NEW PADS.

LABOR RATE IS 0.5hr (or) 0.3hr IF SAME TIRE IS BEING CHANGED.

Resolution:11/26/19 HEATH

REPLACED REAR BRAKE PADS

Parts

| Part # | Qty | Description | Price | Discount | Total |
|----------------|------|--------------|---------|----------|---------|
| 06435-MCS-G03 | 1.00 | PAD SET, RR. | \$47.99 | \$0.00 | \$47.99 |
| Parts Subtotal | | | | | \$47.99 |

Labor

| Description | Technician | Hour | Total |
|-------------------------------|-------------|------|---------|
| INSTALL LABOR w/ TIRE OVERLAP | Heath Berry | 0.3 | \$35.85 |

| | |
|----------------|---------|
| Labor Subtotal | \$35.85 |
|----------------|---------|

| | |
|--------------|---------|
| Job Subtotal | \$83.84 |
|--------------|---------|

| | |
|--------------------|----------|
| All Jobs Subtotal: | \$647.40 |
|--------------------|----------|

| | |
|------|--------|
| Tax: | \$0.00 |
|------|--------|

| | |
|--------|----------|
| Total: | \$647.40 |
|--------|----------|

| | |
|----------------|--------|
| Less Deposits: | \$0.00 |
|----------------|--------|

| | |
|------------|----------|
| Total Due: | \$647.40 |
|------------|----------|

| | |
|---|----------|
| A/R Charge - HAYS COUNTY CONSTABLES OFFICE: | \$647.40 |
|---|----------|

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 and confirm the appointment of James V. Mora, as a Reserve Deputy Constable, in the Hays County Constable Precinct 2, effective February 4, 2020.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | N/A |

LINE ITEM NUMBER

| |
|--|
| |
|--|

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|-------------------------|---------|------------|
| Constable Torres, Pct 2 | JONES | N/A |

SUMMARY

Pursuant to Local Government Code Chapter 86, Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
- (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
- (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
- (d) A person commits an offense if the person:
- (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
- (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.



MICHAEL TORRES

HAYS COUNTY CONSTABLE, PRECINCT TWO

Introduction of James V. Mora

James began his career in law enforcement at the Williamson County Sheriff's Office. After serving a year there, he was hired by the Travis County Sheriff's Office. He served 22 years there. He decided to make a move to the Travis County Constable, Pct. 5 and he worked for them for over 5 years and he just recently retired on January 31, 2020. James holds an Advanced Peace Officer and Civil Process Proficiency Certificates from TCOLE.

James has been a Hays County resident for several years and currently resides in the City of Kyle. James is excited to be able to serve the community where he lives.



5458 FM 2770 * KYLE, TEXAS 78640
EMAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690

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 the Legal Support Services Coordinator – Emily Sierra, Lead Legal Assistant: Felony – Amanda Calvert, Lead Legal Assistant: Misdemeanor – Nicholas Costilla and Records Management Officer – Melody Barron, to attend the Tyler Connect Conference on April 26-29, 2020 in Orlando, Florida utilizing funds budgeted during the FY20 budget process.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$12,000 |

LINE ITEM NUMBER

106-610-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|----------|------------|
| Mau/Barron | INGALSBE | N/A |

SUMMARY

Out of state travel is needed to send the Legal Support Services Coordinator, Lead Legal Assistant - Felony, Lead Legal Assistant - Misdemeanor and Records Management Officer to attend the Tyler Connect Conference on April 26-29, 2020, in Orlando, Florida.

Tyler Technologies Odyssey Software is used by the Criminal District Attorney and the Records Management Office as records management software. The Records Management Officer, since the fiscal year 2017, is assisting the Criminal District Attorney's office with managing their records. The department will soon upgrade its software to Odyssey Navigator. Attending the conference will train staff to effectively transition to and use the updated software, implement new features, boost productivity and improve services by using Odyssey to its capacity. The attendees have not attended the conference in recent years, and updating their training is necessary to streamline processes, prevent underutilization of the software, and create more efficient recordkeeping methods. Each employee will complete different courses to ensure maximum coverage of the various functionalities of the software. The estimated cost of the trip is \$3,000 per person. The conference registration fee includes lunch. Funding for the registration and travel expenses including, hotel, per diem, and airfare will be paid out of the Records Preservation Continuing Education fund as budgeted during the FY20 process.

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 payment to Drone Sense in the amount of \$5,000 for UAV subscription services for the UAV in which no purchase order was issued as required per County Purchasing Policy.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$5,000 |

LINE ITEM NUMBER

001-656-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Drone Sense is the overall flight software; archiving, tracking all flights and information for UAV. The invoice was submitted without completing a Purchase Order and a copy of the Terms and Conditions of the subscription. The cost in FY 2020 is less due to cost sharing with other entities in the county. Funds were budgeted during the budget process for this expense.

\$5,000 - Hays County Office of Emergency Services
\$1,135 - North Hays County Fire Rescue
\$1,135 - San Marcos Fire Department
\$1,135 - San Marcos Police Department
\$1,135 - Wimberley Fire Department

DroneSense, Inc.
2600 Via Fortuna
Ste 340
Austin, TX 78746
Tel (512) 582-0444



INVOICE

Laurie Taylor
Hays County, Emergency Management
712 S Stagecoach Trl, Ste 1071
SAN MARCOS TX 78666
USA
512 393-2273

Invoice Date
09/27/2019

Invoice Number
INV-2709

Due Date
10/27/2019

Subscription Period
9/30/2019 - 9/30/2020

| Description | Quantity | Unit Price | Tax | Amount USD |
|---|----------|------------|------------|------------|
| DSCL001, Platform Custom Subscription: 12-month term Includes annual software license for AirBase, Pilot, and OpsCenter for all org users, and: o Initial setup and online training o Technical support as outlined in T&C's o Fair use of storage on DroneSense cloud o Concurrent Viewer Pack (100 max) included for 2019-2020 renewal | 1.00 | 5,000.00 | Tax Exempt | 5,000.00 |

Hays Co. DroneSense Subscription: TJ Browder POC
of drone licenses:
2- Non-detachable drones
3- Detachable drones

Partial amount of account total.

DroneSense POC:
Brenda Jasso
512.222.9248
brenda@dronesense.com

| | |
|------------------------|-----------------|
| Subtotal | 5,000.00 |
| Total No Tax 0% | 0.00 |
| Invoice Total USD | 5,000.00 |
| Total Net Payments USD | 0.00 |
| Amount Due USD | 5,000.00 |

PLATFORM TERMS & CONDITIONS

These PLATFORM TERMS & CONDITIONS ("**Terms**") and together with the order (the "**Order**") associated herewith, this "**Agreement**") set forth the terms and conditions pursuant to which DroneSense, Inc. ("**DroneSense**") shall provide the elements of its platform (including without limitation Pilot, OpsCenter, and AirBase, each, a "**Platform Element**" and together, the "**Platform**") contemplated by the Order to Customer. Each Order is subject to these Terms. Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Order. In consideration of the mutual promises contained herein, the parties agree as follows:

1. SUBSCRIPTION TO THE PLATFORM. Customer agrees to purchase from DroneSense, and DroneSense agrees to provide to Customer, the Platform subscription (the "**Subscription**") as indicated in the Order for the quantity and type as set forth in the Order (the "**Authorized Products**"). Each Subscription includes Pilot, OpsCenter, and AirBase (all as defined herein).

2. SAAS OFFERING

2.1. Provision of Service; Users. During the Term of any Subscription and subject to the terms and conditions set forth herein, including without limitation Customer's payment of all Fees due hereunder and any restrictions or parameters set forth in this Agreement, Customer and its Users shall have a limited, non-exclusive, non-transferable, non-sublicenseable, royalty-free right and license to access and internally use Pilot, OpsCenter, and AirBase for its intended purpose for the Authorized Products. DroneSense will use commercially reasonable efforts to provide Customer with access to its Pilot tablet app software-as-a-service offering ("**Pilot**"), OpsCenter browser-based software-as-a-service offering ("**OpsCenter**"), and its AirBase browser-based software-as-a-service offering ("**AirBase**"), and make Pilot, OpsCenter, and AirBase available to Customer's personnel ("**Users**") for the Authorized Products. Users will be required to abide by the terms of this Agreement. Any breach by a User will be deemed to be a breach by Customer. Customer shall be solely responsible for managing and administering User accounts, including issuing usernames and passwords, provided that DroneSense may terminate or suspend any User's access to Pilot, OpsCenter, and AirBase for any breach without notice. Customer shall be solely responsible for the security and confidentiality of Customer's account information, including usernames and passwords, and will ensure that no third party uses Customer's account. Customer shall immediately notify DroneSense in the event that Customer becomes aware of any unauthorized access to Pilot, OpsCenter, or AirBase or any violation of the terms of this Agreement by Customer or any User.

3. OTHER SERVICES

3.1. Hosting and System Maintenance. Customer acknowledges that DroneSense may host any or all Platform Elements, or elements of Platform Elements, using its own infrastructure or it may engage a third party to host on its behalf. DroneSense currently utilizes Amazon Web Services (AWS) GovCloud for hosting of certain Platform Elements. Updates may be provided at DroneSense's discretion at no additional charge, and DroneSense may, in its sole discretion, make any changes that it deems necessary or useful to maintain or enhance the quality or delivery of the Platform or to comply with applicable law. Scheduled system maintenance shall take place during a normal maintenance window, as reasonably determined by DroneSense. During such time, certain Platform Elements and their interaction with other Platform Elements may be unavailable. Emergency maintenance may be required at other times in the event of system failure.

3.2. Technical Support. During the Term of any Subscription, DroneSense will provide Customer with a reasonable amount of support regarding the Platform from 9am-4pm Central Time by phone at (512) 582-0444 or by email at support@dronesense.com.

3.3. Maintenance Services. DroneSense will provide periodic updates and bug fixes for Platform Elements at its discretion during the Term of any Subscription ("**Maintenance Services**"). Any such updates or fixes will be considered DroneSense Software. DroneSense does not warrant that all errors or defects can or need to be corrected. The exclusions from warranty coverage under Section 7.2 are also exclusions from Maintenance Services under this Section. There may be feature charges for update or enhancement releases of Platform Elements.

3.4. Training. Initial training for the Platform is available online and should be scheduled directly with DroneSense. DroneSense will provide on-site training if purchased by Customer in the applicable Order.

4. CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES

4.1. Customer Assistance. Customer shall provide DroneSense with all information, materials and assistance as reasonably required for DroneSense to activate and operate the applicable Platform Elements for Customer and its Users pursuant to this Agreement.

4.2. **Compliance with Applicable Law.** Customer and each User uses the Platform at its own initiative and is responsible for compliance with any applicable laws, including without limitation any federal, state or local employment and/or tax laws. WITHOUT LIMITING THE FOREGOING, CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL LAWS AND REGULATIONS PERTAINING TO THE OPERATION AND MAINTENANCE OF ANY AIRCRAFT. DroneSense may also impose limits on the use or access to the Platform as required by law.

4.3. **Third Party Elements.** Customer acknowledges that one or more Platform Elements may contain data, software or components that are either owned by a third party or in the public domain ("**Third Party Elements**"). A listing of such Third Party Elements comprised by software will be made available upon written request. Customer's rights in the Third Party Elements comprised by software are governed by and subject to the terms and conditions set forth in the applicable third party license(s) also set forth therein. Customer acknowledges and agrees to fully comply with such terms and conditions. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND THE APPLICABLE THIRD PARTY LICENSES OR OTHER THIRD PARTY AGREEMENTS, THE DISCLAIMERS SET FORTH AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO DRONESENSE AND ITS LICENSORS WITH RESPECT TO SUCH THIRD PARTY ELEMENTS.

4.4. **Restrictions.** Customer may not rent, lease, lend, sell, redistribute, reproduce or sublicense any Platform Element, or use any Platform Element as a service bureau. Customer may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, create derivative works of any Platform Element, or any part thereof, or use any Platform Element in violation of any law or regulation. If for some reason these restrictions are prohibited by applicable law or by an agreement DroneSense has with one of its licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s). Customer shall not exploit any Platform Element in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Customer will comply with reasonable storage guidelines, each as established from time to time by DroneSense. DroneSense reserves the right to limit Customer's storage of Data (defined in Section 5.2) if Customer exceeds reasonable amounts. Customer will be solely responsible for the following: (i) providing all hardware, software, networking and communications capabilities, including any cellular data plans, storage devices, or SIM cards, required for use of the Platform; (ii) at all times using the Platform in accordance with the applicable documentation and any other written instructions provided by DroneSense; (iii) using the Platform in a manner that does not infringe the intellectual property, privacy or other rights of third parties, and (iv) ensuring that Customer and its Users do not upload or transmit viruses or malicious code via the Service. No User shall share his/her username or password with other individuals within or outside of Customer's organization, without DroneSense's written approval.

5. INTELLECTUAL PROPERTY.

5.1. **Reservation of Rights.** All intellectual property rights in and to the Platform and all Platform Elements remain the sole property of DroneSense and/or its licensors. If Customer or any of its Users submits to DroneSense comments, suggestions, or other feedback regarding the Platform or any Platform Element ("**Feedback**"), Customer agrees that DroneSense will be free to use such Feedback for product improvement without accounting or obligation.

5.2. **Rights in Data.** As between DroneSense and Customer, Customer shall own all right, title, and interest in and to any data that is collected by DroneSense from Customer and its Users, and in connection with their use of the Platform ("**Data**"). Customer grants and agrees to grant to DroneSense a non-exclusive, transferable, sublicensable, royalty free license to use such Data in order to provide the applicable elements of the Platform to Customer and as necessary to monitor and improve the Platform. DroneSense shall have the right to use the Data, on an aggregated and non-identifiable basis only ("**Blind Data**"), to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze such Data, and DroneSense will solely own the Blind Data. . It is Customer's sole responsibility to back up its Data, and Customer agrees and acknowledges that post termination or expiration of this Agreement, it may not have access to the Data.

6. PAYMENT TERMS.

6.1. **Fees.** Applicable fees and pricing for the Subscription is set forth on the Order. Subscription renewal pricing is specified in Section 11.2.

6.2. **Payment Terms.** Unless otherwise specified on an Order, Customer hereby agrees to pay DroneSense all Fees on or prior to the Order date or the applicable renewal date, by issuing a check to DroneSense, or using a credit card or other electronic payment method on file with Customer's account. If Customer pays via one of a third party payment vendor (e.g. Stripe or PayPal), Customer agrees to abide by such vendor's then-current terms of use and pay any associated processing fees separate from what appears in the Order. Except to the extent otherwise provided in the Order, all Fees are non-refundable and are payable in U.S. dollars. Any Fees remaining unpaid for more than fifteen (15) days past their due date shall accrue interest at a rate of the lesser of one and

one-half (1.5%) percent per month or the highest rate allowed by law. DroneSense may also (at its discretion and in addition to other remedies it may have) suspend any pending deliveries or services, and Customer's and its Users' access to the Platform if any invoice remains unpaid for more than fifteen (15) days.

6.3. Taxes. The Fees set forth on the Order do not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of DroneSense. DroneSense shall have no liability for any taxes owed by Customer or its Users as a result of the Customer's use of the Platform. If Customer is a tax-exempt, or equivalent, entity, Customer shall provide a copy of the tax-exemption certificate to DroneSense upon execution of Order.

7. WARRANTIES AND DISCLAIMER.

7.1. Mutual Warranties. Each party represents that it is a public entity, or a corporation that is duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement and that it will do so in accordance with, and acknowledges that this Agreement is subject to, applicable law. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

7.2. Disclaimer. THE FOREGOING CONSTITUTES DRONESENSE'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND THE PLATFORM, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. CUSTOMER SHALL NOT AND HAS NO AUTHORITY TO MAKE ANY WARRANTY ON BEHALF OF DRONESENSE TO ANY USER CONCERNING THE SERVICE.

8. CONFIDENTIALITY.

8.1. Definition. "**Confidential Information**" means any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, or other business information, in each case disclosed by a disclosing party hereunder. Except as otherwise provided for herein, DroneSense's Confidential Information includes, without limitation, each Platform Element, any DroneSense software comprising the same (if applicable), and the terms and conditions of this Agreement. Customer's Confidential Information includes, without limitation, the Data.

8.2. Exclusions. Notwithstanding Subsection 8.1, nothing received by a receiving party shall be construed as Confidential Information which: (a) is now available or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure(s).

8.3. Non-Use and Non-Disclosure. The receiving party shall not disclose the disclosing party's Confidential Information to any third party (other than as set forth herein) and may only use the disclosing party's Confidential Information for the intended business purpose related to this Agreement and for the benefit of the disclosing party or as expressly set forth herein. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. It is understood that said Confidential Information shall remain the sole property of the disclosing party unless otherwise expressly set forth herein.

8.4. Disclosure Required by Law. Notwithstanding Subsection 8.3 above, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party must give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure.

9. LIMITATION OF LIABILITY AND REMEDIES.

9.1. NO LIABILITY FOR THIRD PARTIES. DRONESENSE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD- PARTY ELEMENTS. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER.

9.2. DISCLAIMER OF DAMAGES. EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION

OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9.3. MAXIMUM LIABILITY. EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 6 ("PAYMENT"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) IN THE AGGREGATE EXCEED THE FEES RECEIVED BY DRONESENSE HEREUNDER.

9.4. Allocation of Risk. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and voluntary allocation between them of the risk associated with Customer's use of the Platform and, but for this provision, DroneSense would not have made the Service available to Customer hereunder. DroneSense's compensation reflects such allocations, and the limitations and exclusions will apply notwithstanding the failure of essential purpose of any limited remedy contained herein.

10. INDEMNIFICATION.

10.1. By DroneSense. DroneSense shall defend Customer from and against any claim, demand, or action in any form brought by a third party against Customer, and indemnify and hold Customer harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to any allegation that any Platform Element, as provided to Customer and used within the scope of this Agreement), infringe any U.S. patent, copyright, or trade secret. Notwithstanding the foregoing, DroneSense will have no liability for any infringement claim of any kind if the claim results from: (a) modifications made other than by DroneSense; (b) unauthorized or unlicensed use; (c) any Third Party Elements; (d) the combination, operation or use of any Platform Element with equipment, devices or software not supplied by DroneSense, to the extent such a claim would have been avoided if the Platform Element was not used in such combination; (e) use of information, materials, Content, Data, or marks provided to DroneSense; or (f) or compliance by DroneSense with designs, plans or specifications furnished by or on behalf of Customer.

10.2. By Customer. To the extent allowed by law, Customer shall defend DroneSense from and against any claim, demand, or action in any form brought by a third party against DroneSense, and indemnify and hold DroneSense harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to: (a) unauthorized, negligent or illegal use of the Platform, or any hardware used in conjunction with the Platform, such as, but not limited to, unmanned aerial systems ("**Customer Hardware**"), by Customer or any User; (b) any Content or Data provided by Customer or a User, or (c) personal injury, property damage or loss of life caused by Customer Hardware.

10.3. Rights Upon Infringement. If Customer's use of the Platform is, or in DroneSense's opinion is likely to be, enjoined due to the type of infringement specified in Subsection 10.1 above, DroneSense may, at its sole option and expense: (a) procure for Customer the right to continue using the same under the terms of this Agreement; (b) replace or modify the same so that it is non-infringing; or (c) if options (a) and (b) above cannot be accomplished despite DroneSense's reasonable efforts, then DroneSense may terminate Customer's rights and DroneSense's obligations hereunder and refund a pro-rata portion of any pre-paid Fees paid therefor, based upon Customer's use to date.

10.4. Conditions Precedent. The indemnifying party will have no obligation under this Section as to any claim, suit, or proceeding unless: (a) the indemnified party promptly notifies the indemnifying party in writing of such claim, suit, or proceeding; (b) the indemnifying party has sole control of its defense and settlement; and (c) the indemnified party, upon request of the indemnifying party, cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnifying party keeps the indemnified party informed of and consults with the indemnified party in connection with the progress of such litigation or settlement; and (c) the indemnified party may choose to participate in the defense or settlement of the claim at its own expense.

10.5. Sole Remedy. The provisions of this Section set forth DroneSense's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any industrial or intellectual property rights of any kind.

11. TERM AND TERMINATION.

11.1. **Term.** This Agreement will commence on the Effective Date and unless terminated as set forth herein, will continue for so long as a Subscription is still in effect hereunder.

11.2. **Subscription Renewals and Renewal Pricing.** Unless one party notifies the other of its intention not to renew not less than thirty (30) days prior to the end of the initial term of a Subscription or at the end of a renewal term, such Subscription shall automatically renew for successive periods (each successive period of equivalent length as the initial term) following the initial term specified on the applicable Order at the rate specified in the Order, or if none is specified, at DroneSense's then-current pricing. The initial term and any and all renewal terms shall be the "**Term**" of the applicable Subscription.

11.3. **Additional Subscriptions.** Customer may add Subscriptions at any time during the Term by submitting an additional Order, such additional subscriptions to run coterminous with the applicable Subscription Term. Upon acceptance of such Order by DroneSense, Customer will pay for the applicable fees for such Subscriptions at the prices then in effect under this Agreement on a pro-rata basis based upon the time remaining in the current Term. Such additional Subscriptions will renew at the end of such Term in accordance with Section 11.2.

11.4. **Termination.** In the event that a party is in breach of the terms of this Agreement applicable to a given Subscription and does not cure such breach within thirty (30) days following notice thereof, then the other party may immediately suspend performance (including delivery and/or access to the applicable Platform Element, in the case of DroneSense) or terminate the applicable Subscription by sending written notice to the breaching party. Unless otherwise expressly specified as applying only to a given Subscription, Customer's obligations under this Agreement shall apply to any and all Subscriptions issued hereunder and an uncured breach thereof shall entitle DroneSense to terminate any and all other Subscriptions and/or this Agreement. Subject to Section 5.2 of this Agreement, upon termination, DroneSense must promptly return any and all Data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, at the request of the Customer, except for Blind Data.

11.5. **Effect of Expiration or Termination.** Sections 6 (with respect to amounts accrued or payable prior to termination), and 4.3, 4.4, 5, 6, 7.2 and 8-12 shall survive any expiration or termination of this Agreement. All other rights and obligations shall cease and be of no further force or effect.

12. GENERAL.

12.1. **Publicity.** At a mutually agreed upon time, the parties may agree to issue a joint press release to announce their relationship, provided that neither party may issue such press releases relating to this Agreement without the prior written approval of the other. During the term of this Agreement, either party may include the name and logo of the other party in lists of customers or vendors and on its website, in accordance with the other party's standard trademark usage guidelines (if any). Customer will act as a reference for DroneSense, except in situations in which the third party is a direct competitor of Customer.

12.2. **Entire Agreement.** This Agreement, including the Orders and any schedules and/or attachments referenced herein or issued hereunder constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersede any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof, provided that with respect to Confidential Information disclosed thereunder this Agreement shall not affect any surviving provision of any NDA or other agreement by and between the parties. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto, or unless and except to the extent Customer accepts a subsequent click-to-accept agreement delivered by DroneSense via the Platform.

12.3. **Governing Law and Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements entered into, and to be performed entirely, within Texas between Texas residents. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts applicable to Travis County, Texas, and the parties hereby consent to personal jurisdiction and venue therein. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

12.4. **Relationship of Parties.** The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. DroneSense reserves the right to utilize

subcontractors.

12.5. Attorneys' Fees. In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

12.6. Equitable Relief. The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to DroneSense for which monetary damages alone would not be an adequate remedy, and therefore DroneSense shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.7. Force Majeure. Neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other accidents or catastrophes, or any other occurrences which are beyond such party's control.

12.8. Government Use. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Platform, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Platform was developed at DroneSense's private expense and is commercial in nature. By using or receiving the Platform, any Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

12.9. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that no consent is required in connection with a merger, reorganization, consolidation, amalgamation, sale of assets or similar transaction. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.

12.10. Severability. The invalidity or unenforceability of any provision hereof, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

12.11. Waiver. The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

12.12. Order of Preference. If there is a conflict between the terms and conditions of this Agreement and any contracts incorporated by reference, they shall have the following precedence: the Order and then the Terms.

12.13. Notices. All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or in the Order or to such other address as may be specified by either party to the other in accordance with this Section.

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 Diane Sanchez (Information Technology Department) to attend the Tyler Connect Conference on April 26-29, 2020 in Orlando, Florida.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$2,700.00 |

LINE ITEM NUMBER

001-680-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|----------|------------|
| Jeff McGill | INGALSBE | N/A |

SUMMARY

Request for out of state travel for IT Operations Supervisor Diane L. Sanchez to attend the Tyler Connect Conference on April 26-30, 2020 in Orlando, FL.

This event will provide IT a unique opportunity to discover new ways to boost our productivity and improve our services by making full use of our New World Public Safety and Odyssey software. Not only will Diane be able to interact with and learn directly from Tyler Technologies' staff, but the conference will also allow Diane to network with her peers from across the country to exchange ideas, insights, and solutions to make better use of our technology investment in our daily work.

By attending this conference, Diane will be able to choose from hundreds of classes, workshops, and in-depth training sessions that will give us the knowledge to streamline operations and enhance knowledge of the Tyler software products the county is currently using.

Estimated cost of the trip is \$2700.00. The cost may be more depending if airfare has increased at the time of booking. The cost of the conference will be covered utilizing existing budgeted funds in the IT Operating Budget.

Registration: \$975 (Before February 10th)
Estimated airfare: \$370
Estimated Transportation: \$50
Estimated Hotel: \$1000 (3 nights)
Estimated Per diem: \$107

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 and approve the 2019 Racial Profiling Report and the 2019 Annual Activity Report from Hays County Constable Office, Pct. 4.

ITEM TYPE

CONSENT

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Ron E. Hood

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session



195 Roger Hanks Parkway
Dripping Springs, TX 78620
www.co.hays.tx.us/Constable4

CONSTABLE RON HOOD **Hays County, Precinct 4**



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

January 28, 2020

To: Hays County Commissioners Court

From: Ron Hood, Hays County Constable, Pct. 4

Subject: 2019 Racial Profiling Report and 2019 Yearly Activity Report – Constable Office, Pct. 4

Attached below you will find this office’s annual “Racial Profiling Report”, for submission to the Hays County Commissioners Court and to the Texas Commission on Law Enforcement (TCOLE) for the 2019 calendar year; in compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

In addition, I would like to take this opportunity to submit to you this office “2019 Annual Activity Report”.

2019 ANNUAL ACTIVITY REPORT

| | <u>2019</u> | <u>(2018)</u> | <u>(2017)</u> |
|--|--------------------|----------------------|----------------------|
| <u>COURT DUTIES</u> | | | |
| JP & Municipal Court - <i>(Bailiff Duties for JP & Municipal Court hearings)</i> | 279 | (166) | (133) |
| <u>WARRANT SERVICE</u> | | | |
| Attempts - (Attempts made to serve an active warrant) | 1077 | (1272) | (950) |
| Served - (Active warrants served) | 394 | (297) | (206) |
| <u>CIVIL CITATION SERVICE</u> | | | |
| Attempts - (Attempts made to serve a civil citation) | 885 | (803) | (982) |
| Served - (Civil citations served) | 331 | (272) | (327) |



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Dripping Springs, TX 78620
www.co.hays.tx.us/Constable4

CONSTABLE RON HOOD
Hays County, Precinct 4



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

| | <u>2019</u> | <u>(2018)</u> | <u>(2017)</u> |
|---|--------------------|----------------------|----------------------|
| <u>PATROL ENFORCEMENT</u> | | | |
| Calls for Service - (i.e. civil complaints, civil standbys, self-initiated field contacts, lockouts, etc.) | 3111 | (2722) | (2500) |
| L.E. Assist / Back-Up (Assistance to other LE Agency, i.e. address check, Vehicle verification, drive-by inspection, etc.) | 258 | (47) | (57) |
| Arrest - (Total Arrest by this Office) | 6 | (3) | (8) |
| <u>TRAFFIC ENFORCEMENT</u> | | | |
| Citation Issued - (i.e. Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.) | 711 | (803) | (128) |
| Warning Issued - (i.e. Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.) | 3934 | (3371) | (837) |
| Traffic Assist - (Traffic control related incidents, i.e. disable / malfunction traffic light, congested traffic area, etc.) | 116 | (110) | (151) |
| Accident / Assist - (Assigned Accidents Or assisted LE Agencies at accident scenes) | 55 | (103) | (62) |



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CONSTABLE RON HOOD
Hays County, Precinct 4



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Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

OTHER SERVICES

| | <u>2019</u> | <u>(2018)</u> | <u>(2017)</u> |
|--|---------------|---------------|---------------|
| Close Patrol/Welfare - (Vacation, out-of-town property checks, Welfare Checks, etc.) | 191 | (245) | (245) |
| Special Event - (Community events, School functions, town Hall meetings, etc.) | 144 | (171) | (110) |
| Escorts - (Funeral, special events, etc.) | 30 | (31) | (21) |
| Fingerprints - (background, special lic.) | 99 | (102) | (30) |
| Vehicle Lockouts - | 81 | (64) | (18) |
| <u>TRAINING HOURS</u> | | | |
| TCOLE Training | 228 | (555) | (345) |
| <u>MILES DRIVEN</u> | 92,564 | (86,344) | (65,343) |

NOTE: This Annual Activity Report is for information purposes only and does not reflect all activities or request/response for services performed by this department.

If you have any questions regarding these reports, please feel free to contact this office.

Respectfully submitted,

*Ron Hood, Constable
Hays County Precinct 4*

Racial Profiling Report | Full

Reporting Date: 01/29/2020

Agency Name: HAYS CO. CONST. PCT. 4

TCOLE Agency Number: 209104

Chief Administrator: RONALD E. HOOD

Agency Contact Information:

Phone: (512) 858-7605

Email: ron.hood@co.hays.tx.us

Mailing Address:

195 Roger Hanks Parkway, Ste 3

DRIPPING SPRINGS, TX 78620

This Agency filed a full report

HAYS CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the HAYS CO. CONST. PCT. 4 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 4 policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Ron Hood, Constable, Pct. 4

Date: 01/29/2020

Total stops: 3395

Gender

| | |
|---------------|-------------|
| Female | 1427 |
| Male | 1968 |

Race / Ethnicity

| | |
|---------------------------------|-------------|
| Black | 76 |
| Asian / Pacific Islander | 32 |
| Hispanic / Latino | 178 |
| White | 3092 |
| Alaska Native / American | 2 |

Was race or ethnicity known prior to stop?

| | |
|------------|-------------|
| Yes | 65 |
| No | 3330 |

Reason for stop?

| | |
|----------------------------------|-------------|
| Violation of law | 3395 |
| Preexisting knowledge | 0 |
| Moving traffic violation | 0 |
| Vehicle traffic violation | 0 |

Street address or approximate location of the stop

| | |
|----------------------------------|-------------|
| City street | 0 |
| US highway | 3395 |
| County road | 0 |
| State highway | 0 |
| Private property or other | 0 |

Was a search conducted?

| | |
|------------|-------------|
| Yes | 0 |
| No | 3395 |

Reason for Search?

| | |
|-------------------|----------|
| consent | 0 |
| contraband | 0 |
| probable | 0 |
| inventory | 0 |

| | |
|--|------|
| ncident to arrest | 0 |
| Was Contraband discovered? | |
| Yes | 0 |
| No | 3395 |
| Description of contraband | |
| Drugs | 0 |
| Currency | 0 |
| Weapons | 0 |
| Alcohol | 0 |
| Stolen property | 0 |
| Other | 0 |
| Result of the stop | |
| Verbal warning | 0 |
| Written warning | 2779 |
| Citation | 616 |
| Written warning and arrest | 0 |
| Citation and arrest | 0 |
| Arrest | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Violation of Traffic Law | 0 |
| Violation of City Ordinance | 0 |
| Outstanding Warrant | 0 |
| Was physical force resulting in bodily injury used during stop? | |
| Yes | 0 |
| No | 3395 |

Submitted electronically to the



The Texas Commission on Law
Enforcement

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 Change Order #1 to the contract between Hays County and Myers Concrete Construction for the repairs to the Jacobs Well weir in the additional amount of \$1,898.40 and amend the budget accordingly.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|----------------------|------------------|-----------------|
| ACTION-MISCELLANEOUS | February 4, 2020 | \$1,898.80 |

LINE ITEM NUMBER

150-813-97-407.5611_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|--------------|---------|------------|
| T. CRUMLEY | SHELL | N/A |

SUMMARY

Change Order #1 to the original Myers Concrete contract for the repairs to the Jacobs Well weir that was approved in Commissioners Court on 10-29-19. There has since been discussion between Hays County staff, Myers Concrete, and a representative of Wimberley Valley Watershed Association that requires some minor changes to the original contract. These changes are related to the removal of the sandbags from the stream at the completion of work and also the addition of texture to the concrete cap that will be placed on the weir. These changes have increased the overall cost of the project from \$32,285.60 to \$34,184.00 giving a difference of \$1,898.40. The funding for this increase has been identified in the Park Bond.

Attachment: Myers Concrete Change Order #1

Budget Amendment:

Increase .5611_700 Construction_Capital

Decrease .5448 Contract Services

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax

www.myersconcrete.com email: info@myersconcrete.com

SBE/WBE/HUB SEBEDA Certified

Hays County Parks Dept

Attn: Jay Taylor

979-966-8245

jay.taylor@co.hays.tx.us

Project: Jacobs Well

January 27, 2020

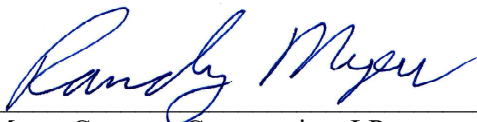
CONTRACT - Change Order #1

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:

A. Provide Additional Labor to Roughen Concrete Cap and Remove Sand Bags from Creek

40 hours @ \$47.47 = \$1,898.80

2. Exclusions: Bonds, Permits, Testing, Rock Excavation, Demo, and Utilities Not Clearly Marked
3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
4. Contract must be signed and returned prior to any commencement of work
5. 3% Surcharge will be assessed if paying with a credit card
6. Draws paid as work progresses and payment in full upon completion.



Myers Concrete Construction, LP

By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County Parks Dept

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

Amend the Justice of the Peace, Pct. 1-2 operating budget for \$370 additional continuing education expenses related to the Justice of the Peace Education Seminar held in Austin, Texas on February 16-19, 2020.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$370 |

LINE ITEM NUMBER

001-626-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|---------------------|----------|------------|
| Judge Maggie Moreno | INGALSBE | N/A |

SUMMARY

The Judge would like to attend a JP Training Seminar to be held in Austin as part of the judicial education requirements on civil law topics. Funds are available in the operating budget to cover this expense. No additional funds are required.

Budget Amendment:

\$370 - Increase .5551 Continuing Education
(\$250) - Decrease .5325 Time Payment Expense
(\$100) - Decrease .5213 Books & Periodicals
(\$20) - Decrease .5461 Printing

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 Black's Venue located at 130 W Concord Circle, Austin, Texas 78737.

ITEM TYPE

CONSENT

MEETING DATE

February 4, 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

Mark Black of Black Market Investments is proposing an OSSF to serve the Black's Venue. This venue consists of a 22-bedroom hotel, two event venues, a wine tasting room, a kitchen, and an office. This 63.74 acre tract of land will be served by a public water supply.

The system designer, Erin Banks, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 4000 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 the County Judge to execute an agreement between Hays County and Plateau Land & Wildlife Management in the amount of \$695 for services related to the 2020 Hays CAD Wildlife Application re-file.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$695.00 |

LINE ITEM NUMBER

150-812-97-413.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays Central Appraisal District has requested an updated Wildlife Management Plan and application for the Dahlstrom Preserve to be filed with them for the 2020 appraisal year. Plateau Land & Wildlife monitors and manages all wildlife activity on the preserve, and they will prepare and submit the updated wildlife management plan, all related legal documents, and renewal application to Hays CAD.

Attachment:
2020 Wildlife Management Plan Re-File Agreement with Plateau



2020 Wildlife Management Plan Re-File Agreement

P.O. Box 1251, Dripping Springs, TX 78620
t. 512-894-3479 f. 512-858-2652

Quote # PLWQ20664
Date Jan 7, 2020
ID # 768-000000001507768

Sold To

Invoice Hays County

Judge Ruben Becerra, Hays County 111
E. San Antonio St, Ste. 300
San Marcos, TX 78666

Dahlstrom Family LP

| Plateau Representative | County | Acres |
|------------------------|--------|----------|
| Kameron Bain | Hays | 380.0000 |

| Initials | Qty | Code | Description | Unit Price | Extended Price |
|----------|-----|------|---|------------|----------------|
| _____ | 1 | RFPC | Refile Wildlife Management Plan with Biologist Phone Consultation(2020-2024)- A Plateau biologist will re-visit with you through a phone consultation to address your needs and the goals for your land. The following services are included: 1. Plateau Wildlife Biologist schedules an appointment to confer with Client by telephone 2. Biologist discusses the status of your wildlife management activity performance -discusses current activity performance to advise of legal compliance -discusses any deficiencies that could become an issue with the county appraiser and makes recommendations to bring the activity into full compliance 3. Biologist discusses with Client any alternative wildlife management activities Client may like to focus on during the next five year period 4. Preparation of updated wildlife management plan and related legal documents 5. Submission of updated five year wildlife management | \$695.00 | \$695.00 |

Regulated by The Texas Department of Licensing and Regulation, P.O Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints

plan to the county appraisal district

- 6. Biologist addresses any questions the county appraiser may have about the updated plan
- 7. Updated Resource Notebook contents are provided to Client

| | |
|-----------------|----------|
| SubTotal | \$695.00 |
| Tax | \$0.00 |
| Total | \$695.00 |

PLWQ20

1/7/2020

Total Amount Due: \$695.00

AGREEMENT is made, by and between PLATEAU Land and Wildlife Management, Inc., hereinbefore and hereinafter referred to as "PLATEAU," and the person or persons named above, hereinbefore and hereinafter referred to as "Client."

PLATEAU agrees to provide the services indicated above to the Client relative to the property indicated on this agreement.

PLATEAU guarantees timely filing of Client's Wildlife Management Plan, applications and associated documents according to appraisal district requirements. The Plan will be based on guidelines published by the Texas Comptroller's Office and the Texas Parks and Wildlife Department. PLATEAU offers no guarantee, implied or expressed, that the applications and plan will be accepted by the Central Appraisal District (CAD). PLATEAU is not responsible for incorrect or misleading information that is provided by the CAD or the Client and not corrected before the time of filing. In the case of an initial denial of applications by the county, the Client may engage Plateau to represent the Client for a fee of \$150 per hour.

In consideration of the services provided by PLATEAU, Client agrees to pay PLATEAU the total fee listed above which is due with the return of this signed agreement. Please note that any signed agreement returned after March 31st of the application year will incur an additional rush fee up to \$250. If the property tax research conducted by Plateau uncovers a situation that requires intervention by one of our registered property tax consultants, the hourly fee for such services will be \$150.00. If the property tax research uncovers a situation that Plateau determines to be insurmountable, the total fee minus \$300.00 will be refunded to the Client, and no further work in the development of the plan will be done by Plateau.

Any work beyond the scope of the initial agreement will be addressed by separate agreement. Pricing is subject to change 30 days from the date of this Agreement. By signing this agreement, the Client agrees to pay Plateau the full amount stated herein.

Signatures:

Plateau Land & Wildlife Management, Inc. Date

Judge Ruben Becerra Date

To save time and paper and to provide the fastest service possible, we will deliver all invoices via email. If the email address listed below is not correct for billing or if you prefer to receive invoices by regular mail please let us know

Landowner Email: lisa.griffin@co.hays.tx.us and tammy.crumley@co.hays.tx.us

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 purchase of four expandable shelters in the amount of \$6,400 as part of the FY20 Department of State Health Services PHEP Grant and amend the budget accordingly.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|-----------|------------------|-----------------|
| CONSENT | February 4, 2020 | \$6,400 |

LINE ITEM NUMBER

120-675-99-058.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Countywide Operations would like to purchase four expandable shelters that will be used for storage of PHEP materials and supplies. These shelters can be used during times of emergency in the County and will be used as storage during non-emergency times. These shelters are used/pre-owned and are being purchased from Federal Surplus Property. Funding for this purchase has been identified in the DSHS PHEP grant.

Budget Amendment:

120-675-99-058.5201 (\$6,400)

120-675-99-058.5719_400 \$6,400

Attachments: Federal Surplus Quote

**Federal Surplus Property Program
San Antonio
DELIVERY ORDER**

Date: 1/16/2020 Account Number: 11790 Delivery Order: **DO 1652S**
To: SAN MARCOS HAY COUNTY
From: **FEDERAL SURPLUS PROPERTY**
Please Deliver To: MIKE JONES

| ITEM | ID# | DESCRIPTION | UNIT COST | QTY | TOTAL |
|--------------------|-----|--------------------|-----------|-----|---------|
| 48-020-9123-35-012 | | Shelter Expandable | 1200.00 | 1 | 1200.00 |
| 020-9123-35-008 | | Shelter Expandable | 1200.00 | 1 | 1200.00 |
| 020-9123-35-011 | | Shelter Expandable | 1200.00 | 1 | 1200.00 |
| 020-9123-35-009 | | Shelter Expandable | 1200.00 | 1 | 1200.00 |
| 020-6014-48-002 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6284-48-001 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6284-48-003 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6284-48-004 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6284-48-006 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6284-48-005 | | CAGE ANIMAL | 50.00 | 1 | 50.00 |
| 019-6259-48-010 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-008 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-009 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-006 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-005 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-004 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-003 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |
| 9-6259-48-017 | | ANIMAL CAGE | 100.00 | 1 | 100.00 |

ALL PROPERTY MUST BE PLACED IN USE WITHIN 12 MONTHS FOR COMPLETE INFORMATION READ THE CERTIFICATIONS AND AGREEMENTS ON THE REVERSE SIDE OF THIS DOCUMENT

NOTICE: The property listed here on is subject to the appropriate certifications and agreements set forth below and on the reverse side of this document. This property is being accrued exclusively for the below listed purpose and the certifications and agreements printed on the back of this document are affirmed.

SIGNATURE: _____

TITLE: _____

16 JAN 20

DATE _____

ACCOUNT #

PAGE

[illegible]

ALL PROPERTY MUST BE PLACED IN USE WITHIN 12 MONTHS FOR COMPLETE INFORMATION READ THE CERTIFICATIONS AND AGREEMENTS ON THE REVERSE SIDE OF THIS DOCUMENT

NOTICE: The property listed hereon is subject to the appropriate certifications and agreements set forth below and on the reverse side of this document. This property is being accrued exclusively for the below listed purpose and the certifications and agreements printed on the back of this document are affirmed.

A. PUBLIC AGENCY USE FOR:

- () Conservation () Parks & Recreation () Two or more of the above
() Economic Development () Public Health () Other
() Education () Public Safety

B. NON-PROFIT USE FOR:

- () Education
() Health
() Homeless

SIGNATURE: _____ TITLE: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Binkley & Barfield Engineering to perform detailed design services for the improvements to Windy Hill Road from Kyle City limits to FM 2001.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|--------------|------------------|-----------------|
| ACTION-ROADS | February 4, 2020 | \$852,201.92 |

LINE ITEM NUMBER

020-710-00-649.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|----------------------|---------|------------|
| Jerry H. Borcharding | JONES | N/A |

SUMMARY

This action will provide final construction plans.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Binkley and Barfield, Inc.** hereinafter “Contractor”), whose primary place of business is located at 3901 South Lamar Blvd., Suite 430, Austin, TX 78704, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 4th day of February 2020 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW:

Attached scope of work see Exhibit “A-1”. Attached fee schedule see Exhibit “B”

Environmental studies and public involvement
Surveying and Mapping
Geotechnical Services
Roadway Design
Drainage
Manage contracted services and subconsultant contracts
Bridge Design
Bid and Construction phase services

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Jerry Borcharding 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 shall be completed within 365 days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in 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 eight hundred fifty two thousand two hundred one dollars and ninety two cents (\$852,201.92 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: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@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, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

By: Ruben Becerra
Hays County Judge



Contractor

By: Brian D. Rice, PE
Corporate Vice President

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

EXHIBIT A-1

Scope of Work

EXHIBIT A-1

WORK AUTHORIZATION NO. 1

SERVICES TO BE PROVIDED BY THE ENGINEER

WINDY HILL RD. – CITY OF KYLE LIMITS TO FM 2001

HAYS COUNTY TRANSPORTATION DEPARTMENT

GENERAL PROJECT OVERVIEW

PROJECT STATEMENT

Hays County has requested Binkley & Barfield, Inc. (ENGINEER) to provide Professional Engineering Services pertaining to the Windy Hill Road project from the City of Kyle City Limits to FM 2001 on the east side of Kyle, TX. The work to be performed by the ENGINEER under this work authorization shall consist of the preparation of final plans, specifications and estimates (PS&E) for the construction of Windy Hill Road from the City of Kyle Limits to FM 2001 based on the previously approved final schematic.

EXISTING FACILITY

Windy Hill Rd. is a 3.35 mile long 2-lane roadway (1-lane in each direction) with narrow shoulders that runs between IH35 and FM 2001 in Hays County, Texas. Currently 0.83 miles of the roadway is maintained by the City of Kyle, and the remaining 2.52 miles by Hays County. Traffic counts performed in 2015 show an ADT of approximately 5,500 VPD. The posted speed is 40 MPH, existing geometry and alignment supports an AASHTO 30 MPH design speed in segments of the corridor.

PROJECT UNDERSTANDING

The County has dedicated significant financial support for the realignment and improvement of Windy Hill Rd., which will intersect with the new proposed Dacy Lane improvements. FM 2001 is planned for realignment to the east of this project. The present section of “Old” FM 2001 that connects to Windy Hill is expected to remain and be designated as a County Road following the realignment. Currently there are 1,500 additional homes planned along the corridor route, constituting the development of two additional phases of Shadow Creek, and expansions of the Windy Hill, and Cross Winds subdivisions. Services provided shall comply with applicable procedures and manuals in place at the time of the acceptance of this scope of services.

The scope of services for the WINDY HILL RD. project is organized as follows:

I. ENVIRONMENTAL STUDIES & PUBLIC INVOLVEMENT (FC 120)

1. Environmental and Public Involvement Tasks by Others

aci consulting will execute the following tasks under this scope of work. The tasks are mutually dependent and scoped accordingly.

To determine the background environmental conditions along the proposed 2.52-mile Windy Hill Road project from the City of Kyle limits east to FM 2001. aci consulting will perform the following required studies: a) potentially jurisdictional waters and wetlands, b) hazardous materials, c) threatened and endangered species, and d) cultural resources investigation. It is the opinion of aci consulting that these categories hold the highest potential to influence the alignment and engineering of the project; therefore, early investigations will benefit the project. The findings of these studies will be included in the Environmental Constraints Report (Task 1).

Task 1: Environmental Constraints Report

aci consulting will prepare an environmental constraints report to present the results of the desktop and field reconnaissance review of the study area. The findings from Tasks 2, 3, 4 and 5 will be incorporated into this report, and the results of Task 6 will be included as an appendix. This task includes one round of comments from the project team. Following the comment response, a finalized digital copy (PDF format) of the report will be submitted to the Client.

Task 2: Jurisdictional Waters Assessment

aci consulting will conduct a jurisdictional waters of the United States assessment for the study area. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). aci consulting will utilize the most current aerial photographs; topographical maps; National Wetlands Inventory (NWI) database; National Hydrography Dataset (NHD); and soil surveys, to conduct the appropriate field work necessary to identify the location and extent of U.S. Army Corps of Engineers (USACE) jurisdictional waters and potential wetlands within the tract. Task 2 includes incorporating the findings into the Environmental Constraints Report (Task 1).

As part of this task, aci consulting will analyze the study area to determine the potential for on-site waters to be considered protected by Section 404 under current interpretations. A Nationwide Permit or Individual Permit as a part of Section 404 will not be completed under this scope of work.

Task 3: Hazardous Materials Review

aci consulting will conduct a hazardous materials review for the study area by completing an American Society for Testing and Materials (ASTM) standard environmental background search. This examination of the proposed environmental setting for the project will not include the ASTM 1527-05 level of review; however, the findings will be incorporated into the Environmental Constraints Report (Task 1).

Task 4: Endangered Species Review

A threatened and endangered species habitat assessment will be performed along the study area. aci consulting will perform a desktop evaluation of the study area for federally-listed species known to occur in Williamson County, Texas, as well as a visual inspection within the study area. Potential habitat for federally-listed species impacted by this project will be

identified and noted during the site investigation. The findings of the endangered species review will be incorporated into the Environmental Constraints Report (Task 1).

Task 5: Cultural Resources Investigations

aci consulting archeologists will prepare a Texas Historical Commission (THC) permit application to perform a cultural resources survey for the 2.52-mile Windy Hill Road project. The investigation includes pedestrian survey, shovel testing, site photography, site recording, preliminary archival research, National Register and State Antiquities Landmark eligibility assessments, data analysis, and report preparation in accordance with THC and Council of Texas Archaeologists (CTA) standards.

Subtask 5.1: THC Antiquities Permit Application: aci consulting will develop the THC Permit application including the requisite research design in accordance with the level of effort required by the THC. The permit application will be provided to the client for review and comment prior to signature by the City of Buda and submission to the reviewer at the THC. This Task also includes background research at THC, the Texas Archeological Research Laboratory (TARL), and preliminary archival file searches.

Subtask 5.2: Archeological Fieldwork: Pedestrian survey and shovel testing of the Area of Potential Effects (APE) will be conducted in accordance to the minimum survey standards established by the THC and CTA. This task includes standard recording of any newly discovered archeological resources and delineation of those resources in the APE. According to the soils data in the APE, backhoe trenching to determine the presence of deeply buried cultural deposits should not be necessary due to the lack of Holocene alluvium within the APE.

Subtask 5.3: Data Analysis, Report Preparation, and Curation:

This task will involve the analysis of the data collected from the field work and the production of a draft report submitted to the THC for approval and concurrence. A draft and final report will be submitted to the client as well as the THC as part of the deliverables. All field documents will also be curated for submittal to TARL as is required by the THC Antiquities permit. This will be a non-collection survey, so no artifacts will be collected as part of this effort and therefore, will not require curation.

Task 6: Project Coordination & Management

aci consulting will coordinate with the Client and project engineer throughout the environmental process. Coordination includes phone and email conversations and one meeting. Task 6 is anticipated to occur for three months.

This scope of work does not include the following:

TxDOT level of environmental review - including project scope, environmental justice studies, noise analysis, air analysis, direct, indirect, or cumulative impact studies, historic structure studies, or the environmental assessment document;

Section 404 Permitting;

Agency coordination with USACE or U.S. Fish and Wildlife Service (USFWS)

2. Public Involvement

CD&P will work to engage the community around the corridor. By doing this early, we will set the stage for an open and transparent process. First, we will work to inform the community of the project and how to be involved. We will do this by coordinating with surrounding neighborhood associations, retail centers, organizations, and businesses. Input will be collected from the public and considered in the design of the roadway and the public will be informed on the progress and direction of the project throughout.

The terms defined in this scope and the corresponding fee are valid for 90 days from the document date. Should the project be delayed for any reason outside of CD&P control, CD&P will be responsible for the scope items for up to 24 months from the date a signed work authorization is received. After 24 months, new terms must be agreed upon by both parties. Additional services can be provided at the hourly rates identified in the fee.

Task 1: Project Management

CD&P will attend a project kickoff meeting and participate in project updates whether by phone, meeting, or written updates. Being involved in the project details will save time and budget in the long run as we will know of any issues before they arise and be able to communicate in a timely manner with the public.

Deliverables:

1. Attendance at kickoff meeting
2. Provide Project Management (status meetings, reports, invoicing)

Task 2: Public Outreach

CD&P will provide general public outreach and engagement throughout the project. A database will include HOA/NA/POA contacts, businesses, churches, educational/community organizations, elected/public officials, and any interested individuals. Emails will be collected when possible. CD&P will identify and reach out to key stakeholders that will want to be involved. In addition, an opportunity to meet with the project team will be provided to all affected property owners. We will arrange and attend meetings as necessary and respond to questions and comments in a timely manner (assume two days of meetings). Any general project materials that are needed will be developed including a map, or general fact sheet. Finally, email updates will be sent out to keep the public updated on the project progress.

Deliverables:

1. Develop Public Involvement Plan
2. Develop and Maintain Database in Excel Format

3. Stakeholder Outreach and Communications, Meetings with Affected Property Owners (20 meetings/2 days assumed)
4. Development of Project Materials
5. Email Updates (Assume 6 Outside of Meeting Notices)

Task 3: Public Meetings

CD&P will plan, schedule, conduct and facilitate up to 2 public meetings (or 1 public meeting and 1 public hearing) to share project information with and collect feedback from citizens and stakeholders as determined by the County and the team throughout the project. The first meeting will be held at the beginning of the project and the second after design is underway. It is anticipated that all public meetings will be held in public facilities or a church near the project limits. Tasks may include, but not limited to calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings. CD&P will develop meetings materials and provide Spanish translation as needed.

Deliverables:

1. Meeting Planning and Logistics
2. Meeting Promotion (Notices, Advertisements, Media Coordination)
3. Facilitation of Public Meeting (1) and Public Meeting/Hearing (2)
4. Public Meeting Materials (PPT, Maps, Exhibits, Handouts)
5. Summary Report

II. SURVEYING AND MAPPING

Topographic Surveying only (Surveying for the proposed Right-of-Way will be performed at a later date).

- I. Project Control:
Set approximately 9 control points at a maximum distance of 1,500' apart based on RTK GPS.
- II. Right-of-Entry:
Create and mail Right-of-Entry requests for approximately 66 Tracts/Lots adjoining Windy Hill Rd. NOTE: Recently platted subdivisions will not be affected therefore the individual lots will not require right-of-entry.
- III. Topographic Surveying:
Collect data 75 feet on each side of the existing centerline of Windy Hill Road within the project limits shown above.

Obtain elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and also obtain top, flow line elevations and pipe sizes on storm sewer lines, sanitary sewer lines, culverts, inlets and drainage structures. A 3d file, tin file and Contour file will be provided. A Microstation topographic file will be provided as well.

IV. Abstract the Existing Right-of-Way:

Perform abstracting to acquire deeds and plats for approximately 66 tracts/lots adjoining Windy Hill Road. NOTE: Recently platted subdivisions will reflect plat information only. Abstracting will not be performed to acquire the individual deeds for those lots.

V. Locate and Tie the Existing Right-of-Way:

Locate and tie sufficient property corners and right-of-way points to establish the existing right-of-way of Windy Hill Road within the above project limits and create an existing right-of-way base file.

III. GEOTECHNICAL SERVICES

Raba Kistner Consultants, Inc. (RKCI) will perform drilling operations, as well as field sampling and testing to develop pavement design recommendations and construction guidelines for improvements to the 2.52-mile segment Windy Hill Road. In addition, RKCI will provide foundation recommendations and construction guidelines for a bridge crossing over Andrew Branch, at its crossing east of Dacy Lane. Recommendations for the bridge will be in accordance with the Texas Department of Transportation guidelines. In addition, RKCI will provide recommendations for the construction of roadway embankments and provide recommendations for maximum permissible embankment slopes.

At the time of preparing this scope of work, little information was available to determine whether the roadway warranted design of the construction of cut or fill retaining walls. The client has communicated that retaining walls are generally expected to be no more the 5 ft.

Prior to commencement of drilling, RKCI will utilize information from existing design plans (if available) and soils maps to determine soil conditions that may be encountered and assist in defining expected variability of soils that may be encountered.

GEOTECHNICAL FIELD SERVICES & LABORATORY TESTING

To investigate the soil conditions at this site and adhere to the TxDOT Geotechnical and Pavement Design Manuals, we propose the following steps:

Drilling and Sampling - RKCI proposes drilling 18 pavement borings and 2 bridge borings. The pavement borings will be extended to a maximum depths of 15 ft below the existing ground surface. The roadway borings will be roughly located at about 750 ft spacing. Samples will be taken using conventional Shelby-tube or split-spoon sampling techniques. Bridge borings will be taken using Texas Cone Penetrometer, with grab samples collected from the hand auger every 5 ft. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The boring

will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities and then patched with a similar covering.

Permits and Utility Clearances for Proposed Test Holes - RKCI assumes that any permit costs associated with drilling activities will be waived by the County. RKCI assumes that access for a conventional, truck-mounted drilling rig to the boring locations along the alignment will be provided. RKCI will contact Texas Excavation Safety System, Inc. (Texas 811) for clearance of certain utilities. It is expected that the Client will provide information regarding the location of any underground utilities in the vicinity of our borings. RKCI will assist in locating underground utilities provided the Client submits documentation of existing utility locations.

Lane Closures for Drilling of Test Holes - Due to the narrow width of the two lane roadway, RKCI anticipates the need for traffic control during drilling operations. We anticipate at least 5 days of traffic control will be necessary.

Obtain Test Hole Information - Borings will be conducted at the locations and depths discussed above using industry accepted drilling practices and procedures. If contaminated soils are encountered, drilling will be suspended and environmental drilling and sampling protocols will have to be followed with additional costs to be determined.

Complete Geotechnical Laboratory Testing of Test Samples - From the borings, representative materials will be collected to define the strength and classification characteristics of the foundation soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, grain size analyses and sulfate testing. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

At least two bulk samples; one collected upstream and a second collected downstream, will be collected for determining D^{50} for scour analyses

In addition to the above sampling and testing, a bulk sample will be collected from the roadway embankment to perform subgrade California Bearing Ratio (CBR) testing.

ENGINEERING DELIVERABLE

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of the roadway widening. Estimates of potential expansive, soil-related movements of the near-surface soils will also be provided. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program,
- A site map, boring location map, and boring logs;
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - deep foundation recommendations to support the bridge structures;
 - available bearing pressure for bridge shaft foundations and pier capacity curves;
 - side shear resistance;
 - allowable uplift resistance for drilled piers (pier capacity curves);
 - lateral LPile design parameters; and
 - lateral earth pressures for retaining wall structures.
 - allowable bearing pressures and friction coefficients for culvert foundation design.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill materials;
 - embankment construction recommendations;
 - potential reuse of on-site materials as select fill materials;
 - excavation considerations; and
 - fill placement compaction.
- Pavement design recommendations in accordance with TxDOT.

The final report will be produced as a PDF and will be provided electronically via email.

IV. ROADWAY DESIGN

The Engineer will prepare roadway plan and profile design drawings at the 60%, 90%, and Final design submittal phase for Windy Hill Rd based on the schematic completed under a prior work authorization and using CADD standards in accordance with the COUNTY.

The road plans will include the following:

- Title Sheet
- Index Sheet
- General Notes
- Quantity Summary
- Typical Sections
- Horizontal Alignment Sheets
- Roadway Plan and Profile Sheets
- Intersection Grading Sheets

- Pavement Removal and Demolition Plans
- Driveway Design
- Roadway Details
- Signing and Pavement Marking Plans and Details
- Construction Sequencing and Phasing (3 Phases Assumed)
- Traffic Control Narrative
- Traffic Control Plan Details
- Erosion Control and SW3P Plans
- Retaining Wall Plan and Profile Sheets
- Cross Sections: Develop design cross sections at 100' intervals along Windy Hill Rd using Microstation Corridor Modeler.

The plan and profile views shall include the design elements identified in TxDOT's Austin District Manual "Developing PS&E in the Austin District". However, roadway design and construction documents will be developed following COUNTY requirements and supplemented by City of Austin, City of Kyle and TxDOT standards.

V. DRAINAGE

1. Data Collection & Review

From the currently available sources, the Engineer will collect and review the existing data pertaining to the project. Information may include, but is not limited to, hydrologic and hydraulic models, FIS, FIRM, as-built plans, existing drainage studies reports, LiDAR data and publicly available GIS datasets. The Engineer will also conduct field visits to observe the existing drainage pattern and potential outfall locations within the project corridor.

2. Hydrologic & Hydraulic Analysis and Sheets

The Engineer will perform a hydrologic analysis using Rational Method and HEC-HMS. The Engineer will perform detailed hydraulic analyses for the three (3) streams crossing the roadway alignment using HEC-RAS. The Engineer will also perform culvert analysis to size minor cross culverts using HY-8 program. The Engineer will prepare the H&H Sheets and Details. Detailed tasks are as follows:

- Develop Drainage Area Map Sheets.
- Hydrologic and Hydraulic Data Sheets and Drainage Computations
- Ditch Plan and Profile Sheets with Flow Calculations
- Culvert/Bridge Layouts (5 estimated)
- Driveway Culvert Design Sheets
- Scour Analysis at Bridges
- Drainage Details
- Temporary Drainage for Traffic Control Sheets

3. Floodplain Impact Analysis

The project is partially located within the 100-year floodplain. Any floodplain fill within the regulatory floodplain requires mitigation on a one-on-one basis. The Engineer will estimate the floodplain cut and fill based on LIDAR and limited survey data and determine the floodplain mitigation requirements.

4. ROW Requirements

The Engineer will determine the additional ROW needed for the project onsite drainage components and offsite outfall channel and detention pond, if required.

5. Technical Memo Preparation and Submittals

Technical drainage memo was previously prepared during the schematic phase of the project.

6. Quality Assurance and Quality Control

The Engineer will perform QA/QC in accordance with the Engineer's QA/QC policy and procedures to ensure the quality of the study.

7. Address Review Comments

The Engineer will provide a written response to any comments and seek resolution to any issues regarding the drainage design.

8. LOMR Application

The Engineer will prepare and submit LOMR applications to the Hays County Floodplain Administrator and to FEMA for review and approval. There are three FEMA regulated floodplains that will require updating the floodplain map through a LOMR process. CLOMR applications are not included in this scope.

VI. MISCELLANEOUS (ROADWAY)

1. Construction Schedule

- a. The ENGINEER will prepare a construction schedule at the 90% and Final submittal.

2. Quantities, Specifications, and Estimate

- a. The ENGINEER shall compute and tabulate quantities, using locally preferred bid items for the project, during the 60%, 90% and 100% Final submittals by total construction sum.
- b. Quantities, Unit Prices, Specifications, Special Provisions and Estimate will be developed using current TxDOT bid items and unit prices.
 - i. Quantities
 - ii. Specifications / Special Provisions
 - iii. Engineer's Estimate of Probable Cost in Excel format.

3. Project Reviews and QA/QC

- a. Quality Assurance / Quality Control (QA/QC) will be performed at the interim and final schematic submittals. The ENGINEER'S review set will be retained and provided on request.
- b. Review all work for compliance with COUNTY; Cities of Austin and Kyle; and TxDOT's latest practices and procedures, policies, standards, specifications and design criteria prior to submission of deliverables.

VII. MANAGING CONTRACTED SERVICES AND SUBCONSULTANT CONTRACTS

1. Project Management

Provide general administration of contract work, including internal staffing and task assignments

The ENGINEER will set up the project, direct and coordinate the various elements and activities associated with the project.

The ENGINEER will attend kick-off/progress/coordination meetings with the ENGINEER and/or COUNTY to discuss the environmental issues pertaining to PS&E.

The ENGINEER will submit monthly Invoices and progress reports for submittal to COUNTY.

The ENGINEER will provide ongoing quality assurance and quality control to ensure completeness of product and compliance with COUNTY procedures.

2. Project Administration

- a. Prepare, correspondence, invoicing and progress reports, on a monthly basis in accordance with current COUNTY requirements and format.
- b. Maintain routine project record keeping.

3. Progress/Coordination Meetings

- a. Attend interim coordination and periodic progress meetings with the COUNTY as required to monitor the development of the project. Interim coordination meetings shall be held when scheduled by the COUNTY, with the intent that no more than four (4) weeks elapses between meeting dates. The ENGINEER shall attend meetings with the COUNTY during progress of the PS&E development and provide up to three (3) team members at these meetings, including sub-consultants as needed. Meetings include the following:

Coordination with the COUNTY and adjacent design consultants (3 each)

Comment Resolution Meeting for refined schematic, 60%, 90% and Final submittals.

- b. Prepare meeting minutes and submit to the COUNTY Project Manager for review via e-mail within three working days of the meeting.

- c. Conduct internal coordination meetings with the project team as required to advance the development of the preparation of the plans. Meetings include the following:

Internal Coordination Meetings (6 each)

4. Project Schedule

- a. Prepare a project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and COUNTY review requirements.
- b. Submit the schedule on a monthly basis with the project invoice indicating progress to date on each task and subtask. If substantial revisions to the schedule are anticipated, these revisions will be discussed at the next project progress meeting.

VIII. BRIDGE DESIGN

Bridge Layout:

Bridge Design will include the design of a 3-lane Super 2 arterial structure over the Andrews Branch. Structural design shall be performed using the AASHTO LRFD Bridge Design Specifications, Fifth edition, with current interim revisions and as supplemented with TxDOT's LRFD Bridge Design Manual.

The design will be prepared so that a new bridge structures and cross-culverts can be constructed with minimal impact to the travelling public during construction.

The Engineer will prepare bridge layouts for the following:

- 3-lane arterial structure over the Andrews Branch,
- Bridge Class Structure and Culvert layouts for Porter tributary 3, Brushy Tributary 1, and a small tributary of Brushy Creek crossing the roadway

The bridge layouts will be developed in conformance with the latest TxDOT Bridge Project Development Manual, LRFD Bridge Design Manual, and Bridge Detailing Manual. In bridge layout and design, the Engineer will maximize the use of TxDOT bridge standard structure types and details where possible.

IX. BID AND CONSTRUCTION PHASE SERVICES

The Engineer will provide the following:

1. The engineer will develop a Project Manual for the project including:
 - a) Specifications (COUNTY and TxDOT specifications will be used)
 - b) Front End Documents to be provided by the COUNTY
 - c) Bid Tabulations to be provided by the Engineer
2. Attend and coordinate pre-bid meeting for the COUNTY and respond to bid questions.
3. Assist the COUNTY in contract bid opening.

4. Tabulate bids and recommend project award to the COUNTY.
5. Review and approve shop drawings and respond to RFI's from the Contractor for the COUNTY.
6. Attend meetings on request. (up to 6 meetings)
7. Attend pre-construction meeting.

X. EXCLUDED SERVICES:

The Engineer shall, at the request of the COUNTY, provide the following additional services. Any additional services requested will require a Supplemental Agreement to this Work Authorization.

Services resulting from significant changes in the general project scope, extent or character of the project or scope of work, and revising previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond the Engineer's control.

1. Preliminary Engineering Report.
2. Permits and agreements.
3. Utility Design, Engineering, Relocations, and/or modifications.
4. Subsurface Utility Engineering (SUE)
5. Illumination Design
6. Traffic Signal Design
7. Temporary Signal Phasing Layouts
8. Environmental Assessment.
9. Section 404 Permitting, a traffic noise analysis, or any field surveys.
10. Preparing to serve or serving as an Engineer or witness for the County in any litigation, arbitration or other legal or administrative proceeding.
11. Any other services not specifically stated within this scope of work.
12. This scope of work assumes project will be designed and bid as a single contract. If project is broken into separate construction packages, additional services will be requested.

EXHIBIT B

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

-- 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|------------------------------------|
| PRODUCER Marsh Wortham, a division of Marsh USA, Inc PO Box 1388 Houston, TX 77251-1388 www.marsh.com | CONTACT NAME: Marsh Wortham, a division of Marsh USA, Inc PHONE (A/C, No, Ext): 713-526-3366 E-MAIL ADDRESS: | FAX (A/C, No): 713-521-1951 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: INSURER C: Property and Casualty Ins Co of Hartford INSURER D: INSURER E: INSURER F: | |
| INSURED Binkley & Barfield, Inc. 3901 S. Lamar Blvd., Suite 430 Austin TX 78704 | NAIC # 19682 34690 | |

COVERAGES

CERTIFICATE NUMBER: 53623602

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 61UUNHF7407 | 3/20/2019 | 3/20/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 61UUNHF7407 | 3/20/2019 | 3/20/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 61WBAB2VUC | 3/20/2019 | 3/20/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Hays Contract RE: Windy Hill contract
 also included as certificate holder: Hays County, its directors, officers and employees.
 Additional insured status and waiver of subrogation afforded to certificate holder per attached endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Wortham, a division of Marsh USA, Inc.

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ACORD 25 (2016/03)

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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 acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #050104Y in the amount of \$28,303.26, and accept the 1-year revegetation bond #064816P in the amount of \$14,571.85 for Reunion Ranch subd., Phase 3, Section 3.

| ITEM TYPE | MEETING DATE | AMOUNT REQUIRED |
|--------------|------------------|-----------------|
| ACTION-ROADS | February 4, 2020 | |

LINE ITEM NUMBER

| |
|--|
| |
|--|

AUDITOR USE ONLY

AUDITOR COMMENTS:

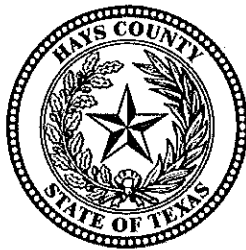
PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

| REQUESTED BY | SPONSOR | CO-SPONSOR |
|-------------------|---------|------------|
| Jerry Borcharding | SMITH | N/A |

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

January 23, 2020

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Reunion Ranch subdivision, Phase 3, Section 3

Dear Commissioners and Judge:

Brian Kelling, Jr., P.E. with Carlson, Brigrance & Doering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Reunion Ranch subdivision, Phase 3, Section 3, accept the 2-year maintenance bond #050104Y in the amount of \$28,303.26, and the 1-year revegetation bond #064816P in the amount of \$14,571.85. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcharding, P.E.

Director

Hays County Transportation

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: REUNION RANCH PHASE 3 SECTION 3

SCOPE OF WORK: W WW S/D X ALL

Owner's Name and Address

Consultant Engineer's Name
and Address

Taylor Morrison of Texas, Inc.

Carlson, Brigrance & Doering, Inc.

Mr. Michael Slack, Vice President

Brian R. Kelling Jr., P.E.

of Land Development

5501 West William Cannon Drive

11200 Lakeline Blvd., Ste. 150A


Austin, Texas 78749

Austin, Texas 78717

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-county construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the **Hays County**, upon satisfactory correction of the following items:

Revegetation




Brian R. Kelling Jr., P.E.

9-18-19

Date _____

130745

Texas Registration Number

MAINTENANCE BOND

Bond No.: 050104Y

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Twenty-eight Thousand Three Hundred Three And 26/100 (\$28,303.26) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Reunion Ranch Phase 3 Section 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Street Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 21st day of October, 2019.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____

Jack Nottingham, Attorney-in-fact

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/03/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4220012 14

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of APRIL A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 03rd day of APRIL A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of

October A.D., 2019.



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

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P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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1-800-252-3439

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DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

MAINTENANCE BOND

Bond No.: 064816P

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Fourteen Thousand Five Hundred Seventy-one And 85/100 (\$14,571.85) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Reunion Ranch Phase 3 Section 3

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 1 year(s) following final acceptance of said improvements: Right of Way Revegetation

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 1 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 13th day of January, 2020.

JL Gray Construction, Inc.
Principal

By: _____

Westfield Insurance Company
Surety

Seal

By: _____
Jack Nottingham, Attorney-in-fact

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/03/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4220012 14

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of APRIL A.D., 2018 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 03rd day of APRIL A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of

January A.D. 2020.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

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Westfield Center, OH 44251-5001
Fax #330-887-0840**

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Austin, TX 78714-9091
Fax: (512) 490-1007
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UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider adoption of a Resolution Determining the Costs of Certain Public Improvements to Be Financed by the La Cima Public Improvement District; Approving a Preliminary Service Plan and Assessment Plan for Neighborhood Improvement Area #2, Including Proposed Neighborhood Improvement Area #2 Assessment Roll; Directing the Filing of the Proposed Neighborhood Improvement Area #2 Assessment Roll With the County Clerk to Make Available for Public Inspection; Noticing a Public Hearing for February 25, 2020 to Consider an Order Levying Assessments on Property Located Within Neighborhood Improvement Area #2 of the La Cima Public Improvement District; Directing County Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto; and Providing an Effective Date.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 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

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the “Court”) of Hays County, Texas (the “County”), convened on the 4th day of February, 2020 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the “Meeting”), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

| | |
|--------------------------|------------------------------|
| Ruben Becerra | County Judge |
| Debbie Gonzales Ingalsbe | Commissioner, Precinct No. 1 |
| Mark Jones | Commissioner, Precinct No. 2 |
| Lon Shell | Commissioner, Precinct No. 3 |
| Walt Smith | Commissioner, Precinct No. 4 |

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the “Resolution”) entitled:

A RESOLUTION DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN FOR NEIGHBORHOOD IMPROVEMENT AREA #2, INCLUDING PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL WITH THE COUNTY CLERK TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR FEBRUARY 25, 2020 TO CONSIDER AN ORDER LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING COUNTY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner ____ that the Resolution be passed and adopted. The motion was seconded by Commissioner ____ and carried by the following vote:

___ voted “For” ___ voted “Against” ___ “Abstained”

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2020.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN FOR NEIGHBORHOOD IMPROVEMENT AREA #2, INCLUDING PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL WITH THE COUNTY CLERK TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR FEBRUARY 25, 2020 TO CONSIDER AN ORDER LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING COUNTY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners Court of Hays County, Texas (the “County”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the “La Cima Public Improvement District” (the “District”) pursuant to a resolution adopted by the Commissioners Court of the County (the “Commissioners Court”) on September 23, 2014 (the “Authorization Resolution”); and

WHEREAS, the County authorized the creation of the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on July 21, 2015 (the “Assessment Order”), the Commissioners Court approved and accepted the original La Cima Public Improvement District Service and Assessment Plan (the “Original Service and Assessment Plan”) relating to the District and levied the Special Assessments (as defined in the Assessment Order) against the parcels identified in the Assessment Roll (as defined and described in the Original Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the entire District (the “Major Public Improvements”); and

WHEREAS, the property within the District (the “District Property”) is being developed in phases with certain Authorized Improvements to be constructed over time to serve District Property or portions thereof; and

WHEREAS, development within Neighborhood Improvement Area #2 (as defined in the hereinafter defined Preliminary Neighborhood Improvement Area #2 SAP), consisting of

approximately 94.504 acres, has commenced or soon will commence, and the Commissioners Court and County staff have, therefore, been presented a “La Cima Public Improvement District Preliminary Service and Assessment Plan Update for Neighborhood Improvement Area #2”, including the proposed Neighborhood Improvement Area #2 Assessment Roll attached thereto (the “Proposed Neighborhood Improvement Area #2 Assessment Roll”), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes (the “Preliminary Neighborhood Improvement Area #2 SAP”); and

WHEREAS, the Preliminary Neighborhood Improvement Area #2 SAP sets forth the total costs of certain Authorized Improvements conferring a special benefit on the property in Neighborhood Improvement Area #2 of the District (the “Neighborhood Improvement Area #2 Improvements”) to be financed through the District, and the Proposed Neighborhood Improvement Area #2 Assessment Roll states the assessments proposed to be levied against property within Neighborhood Improvement Area #2 of the District as determined by the method of assessment chosen by the County; and

WHEREAS, the PID Act requires that the Proposed Neighborhood Improvement Area #2 Assessment Roll be filed with the County Clerk of the County (the “County Clerk”) and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the “Assessment Hearing”) be called to consider proposed assessments and requires the Commissioners Court to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas, including in the part of Hays County in which the La Cima Public Improvement District is located, before the tenth (10th) day before the date of the Assessment Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Commissioners Court and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Commissioners Court does hereby accept the Preliminary Neighborhood Improvement Area #2 SAP, including the Proposed Neighborhood Improvement Area #2 Assessment Roll, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Neighborhood Improvement Area #2 SAP.

SECTION 3. The Commissioners Court hereby determines that the total costs of the Neighborhood Improvement Area #2 Improvements to be financed through the District are as set forth in Exhibit C of the Preliminary Neighborhood Improvement Area #2 SAP, which costs do not include the payment of expenses incurred in the administration of the District or related to the issuance of any bonds.

SECTION 4. The Commissioners Court's final determination and approval of the costs of the Neighborhood Improvement Area #2 Improvements, or any portion thereof, shall be subject to and contingent upon Commissioners Court approval of a final Neighborhood Improvement Area #2 SAP which will include the final Neighborhood Improvement Area #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Neighborhood Improvement Area #2 Assessment Roll states the assessment proposed to be levied against each parcel of land in Neighborhood Improvement Area #2 of the District that benefits from the Neighborhood Improvement Area #2 Improvements, as determined by the method of assessment chosen by the Commissioners Court in the Authorization Resolution and as more fully described in the Preliminary Neighborhood Improvement Area #2 SAP. The assessments proposed to be levied against each parcel of land in Neighborhood Improvement Area #2 are in addition to Special Assessments previously levied against the parcels in Neighborhood Improvement Area #2 to finance Neighborhood Improvement Area #2's allocable share of the costs of the Major Public Improvements.

SECTION 6. The Commissioners Court hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #2 Assessment Roll with the County Clerk and the same shall be available for public inspection.

SECTION 7. The Commissioners Court hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **February 25, 2020 at 9:00 am** at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666, at which the Commissioners Court shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Commissioners Court will consider an order levying the assessments as special assessments on property located within Neighborhood Improvement Area #2 of the District that benefits from the Neighborhood Improvement Area #2 Improvements (which order shall specify the method of payment of the assessments).

SECTION 8. The Commissioners Court hereby authorizes and directs the County Clerk to publish notice of the Assessment Hearing to be held on February 25, 2020 in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas, including the part of Hays County in which the District is located, on or before **February 14, 2020** as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Neighborhood Improvement Area #2 Assessment Roll is filed with the County Clerk, the Commissioners Court hereby authorizes and directs the

County Clerk, on or before **February 14, 2020**, to mail to the owner(s) of property liable for assessment notice of the Assessment Hearing to be held on February 25, 2020 as required by Section 372.016(c) of the PID Act.

SECTION 10. County staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the February 25, 2020 meeting of the Commissioners Court.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[Signature page follows]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS
4TH DAY OF FEBRUARY, 2020.

HAYS COUNTY, TEXAS

RUBEN BECERRA, County Judge of Hays County,
Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

EXHIBIT A

Preliminary Neighborhood Improvement Area #2 SAP

A-1

La Cima PID NIA #2 Resolution Determining Costs of Authorized Improvements
4147-3416-3738.6



LA CIMA PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #2
SERVICE AND ASSESSMENT PLAN

FEBRUARY 4, 2020

INTRODUCTION

Capitalized terms used in this NIA #2 SAP shall have the meanings set forth in the Original SAP or in **Section I** below.

The La Cima Public Improvement District was created pursuant to Chapter 372, Texas Local Government Code on September 23, 2014 to finance certain Authorized Improvements for the benefit of the property within the PID.

On July 21, 2015, the Commissioners Court approved the Original SAP, which, among other things, provided the manner of assessing the property in the PID for the estimated costs of Authorized Improvements based on the benefit provided to the Assessed Parcels and levied Special Assessments to finance the Major Public Improvements to be constructed for the benefit of all Assessed Parcels within the PID. In addition to the costs of the Major Public Improvements, the Original SAP also set forth a prospective financial analysis relating to the Neighborhood Improvement Areas, including the estimated costs of certain Neighborhood Public Improvements for the benefit of the Neighborhood Improvement Areas, the indebtedness projected to be incurred for such Neighborhood Public Improvements, and an analysis of benefit to be received by the Neighborhood Improvement Areas.

The NIA #1 SAP was approved by the Commissioners Court on March 20, 2018, for the following purposes: i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll.

This NIA #2 SAP was approved by the Commissioners Court on _____, and for the following purposes: i) adding Neighborhood Improvement Area #2, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #2, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #2 Assessment Roll.

The Original SAP must be reviewed and updated at least annually by the Commissioners Court for the purpose of determining the annual budget for the Authorized Improvements.

SECTION I: DEFINITIONS

“Maximum Equivalent Tax Rate” means an equivalent overlapping tax rate of \$3.05 per \$100 of buildout assessed value. The Maximum Equivalent Tax Rate shall be determined by the Administrator and shall be calculated based upon all overlapping ad valorem taxes, the Special Assessments relating to the Major Public Improvements allocable to Neighborhood Improvement Area #2, the Special Assessments relating to Neighborhood Improvement Area #2, all other Special Assessments allocable to Neighborhood Improvement Area #2, and assessments, if any, allocable to Neighborhood improvement Area #2 that are levied by entities other than the County.

“Neighborhood Improvement Area #2” means the second Neighborhood Improvement Area to be developed, which is expected to contain 249 single family residential units on approximately 94.504 acres, as described by metes and bounds on **Exhibit A**, and as depicted on **Exhibit B**.

“Neighborhood Improvement Area #2 Assessed Parcel(s)” means all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and Owner Association Property.

“Neighborhood Improvement Area #2 Assessment Roll” means the assessment roll included in this NIA #2 SAP as **Exhibit F-1**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared relating to the issuance of Bonds or in connection with any Annual Service Plan Update.

“Neighborhood Improvement Area #2 Improvements” means Authorized Improvements that only benefit Neighborhood Improvement Area #2 Assessed Parcels, which are described in **Section III** and depicted on **Exhibit G**.

“Neighborhood Improvement Area #2 Maximum Special Assessment” means, for a given Lot Type within Neighborhood Improvement Area #2, a Special Assessment equal to the lesser of: (i) the outstanding amount of total Special Assessments shown on the Neighborhood Improvement Area #2 Assessment Roll for the applicable Lot Type inclusive of the Special Assessment levied to fund Major Public Improvements, and (ii) an amount that produces an average Annual Installment resulting in the Maximum Equivalent Tax Rate. The Neighborhood Improvement Area #2 Maximum Special Assessment shall be calculated prior to the issuance of PID Bonds secured by the Special Assessments relating to Neighborhood Improvement Area #2 is approved by the Commissioners Court.

“Neighborhood Improvement Area #2 Owner” means LCSM Ph. 2, LLC, a Texas limited liability company wholly owned by the Developer.

“Neighborhood Improvement Area #2 Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Neighborhood Improvement Area #2” effective June 4, 2019 by and between the County and the Neighborhood Improvement Area #2 Owner, in which the Neighborhood Improvement Area #2 Owner agrees to construct the Neighborhood Improvement Area #2 Improvements and to fund certain Actual Costs of the Neighborhood Improvement Area #2 Improvements and the County agrees to pay directly or reimburse the Neighborhood Improvement Area #2 Owner for Actual Costs of a Neighborhood Improvement Area Improvement from (i) Special Assessment levied on Neighborhood Improvement Area #2, (ii) the proceeds of PID Bonds in accordance with the Act, this NIA #2 SAP and the applicable Indenture, or (iii) a combination of items (i) and (ii). If PID Bonds are issued as reimbursement to the Neighborhood Improvement Area #2 Owner for Actual Costs of Neighborhood Improvement Area Improvements not paid by proceeds of PID Bonds will be solely from the revenue collected from Special Assessments relating to Neighborhood Improvement Area #2, including Annual Installments, not pledged to the payment of PID Bonds.

“Neighborhood Improvement Area #2 Reimbursement Obligation” means the obligation of the County to pay certain costs of Neighborhood Improvement Area #2 Improvements from Special Assessments relating to Neighborhood Improvement Area #2 pursuant to the Neighborhood Improvement Area #2 Reimbursement Agreement, in an amount not to exceed \$5,475,000.

“NIA #1 SAP” means the Neighborhood Improvement Area #1 Service and Assessment Plan Update approved by the Commissioners Court on March 20, 2018 for the purposes of i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) updating the Assessment Roll with the Neighborhood Improvement Area #1 Assessment Roll, as updated supplemented, or amended from time to time.

“NIA #2 SAP” means this Neighborhood Improvement Area #2 Service and Assessment Plan approved by the Commissioners Court on [REDACTED], as updated supplemented, or amended from time to time.

“Original SAP” means the Service and Assessment Plan approved by Commissioners Court on July 21, 2015, as updated, supplemented, or amended from time to time.

SECTION II: PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2

Neighborhood Improvement Area #2 consists of approximately 94.504 acres projected to consist of approximately 249 single family residential units, as depicted on **Exhibit B**. A legal description of Neighborhood Improvement Area #2 is included as **Exhibit A**.

SECTION III: DESCRIPTION OF NEIGHBORHOOD IMPROVEMENT

AREA #2 IMPROVEMENTS

The Neighborhood Improvement Area #2 Improvements are described below. A map showing the location of the Neighborhood Improvement Area #2 Improvements is included on **Exhibit G**.

- *Streets*

Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Neighborhood Improvement Area #2.

- *Water and Sewer*

Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Neighborhood Improvement Area #2.

- *Storm Drainage/Water Quality*

Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Neighborhood Improvement Area #2.

- *Soft Costs*

Includes costs related to designing, constructing, and installing the Neighborhood Improvement Area #2 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Neighborhood Improvement Area #2 Improvements will provide a special benefit to Neighborhood Improvement Area #2 Assessed Parcels only. Accordingly, the Neighborhood Improvement Area #2 Improvements are allocated to Neighborhood Improvement Area #2 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit C** summarizes the allocation of each Neighborhood Improvement Area #2 Improvement. The costs shown on **Exhibit C** are estimates and may be revised in Annual Service Plan Updates but may not result in

increased Special Assessments without consent by each of the owners of the Neighborhood improvement Area #2 Parcels to the imposition of the increased Special Assessments to pay for the Actual Costs of the Neighborhood improvement Area #2 Improvements and compliance with the PID Act and requirements for the interest on PID Bonds to be and remain exempt from federal income tax.

SECTION IV: SPECIAL ASSESSMENTS ON NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSED PARCELS

Special Assessments relating to the Major Public Improvements allocable to Neighborhood improvement Area #2 remain outstanding on Neighborhood Improvement Area #2 Assessed Parcels in the amount of \$1,786,375.00.

The Neighborhood Improvement Area #2 Assessment Roll is attached hereto as **Exhibit F-1**.

SECTION V: SPECIAL ASSESSMENT PLAN

Each Parcel within Neighborhood Improvement Area #2 has been evaluated (based on the developable area, Owner Association Property, the Neighborhood Improvement Area #2 Improvements, best and highest use of land, and other development factors deemed relevant by the Commissioners Court) to determine the amount of Special Assessments levied, if any, on each Parcel.

The Special Assessments relating to Neighborhood Improvement Area #2 are levied on each Assessed Parcel according to the Neighborhood Improvement Area #2 Assessment Roll, attached hereto as **Exhibit F-1**. The Annual Installments for Neighborhood Improvement Area #2 will be collected on the dates and in the amounts shown on **Exhibit F-2**, subject to any revisions made during an Annual Service Plan Update.

A. Findings of Special Benefit

The Commissioners Court, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the County staff and by third-party consultants retained by the County, has found and determined:

1. The Actual Costs of the Neighborhood Improvement Area #2 Improvements equal \$9,563,153 as shown on **Exhibit C**; and
2. The Neighborhood Improvement Area #2 Assessed Parcel receives special benefit from the Neighborhood Improvement Area #2 Improvements equal to or greater than the cost of the Neighborhood Improvement Area #2 Improvements; and

3. The Special Assessment relating to Neighborhood Improvement Area #2 Improvements for all Neighborhood Improvement Area #2 Assessed Parcels equals \$5,475,000 as shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as **Exhibit F-1**; and
4. The special benefit (\geq \$9,563,153) received by Neighborhood Improvement Area #2 Assessed Parcels from the Neighborhood Improvement Area #2 Improvements is greater than the amount of the Special Assessments (\$5,475,000) levied for the Neighborhood Improvement Area #2 Improvements.
5. At the time the Commissioners Court approved this NIA #2 SAP, the Neighborhood Improvement Area #2 Owner owned 100% of the Neighborhood Improvement Area #2 Assessed Parcels. The Neighborhood Improvement Area #2 Owner has acknowledged that the Neighborhood Improvement Area #2 Improvements confer a special benefit on the Neighborhood Improvement Area #2 Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Neighborhood Improvement Area #2 Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the Assessment Order levying the Special Assessments relating to Neighborhood improvement Area #2; (ii) the determinations and findings by the Commissioners Court as to the special benefits described in the Original SAP and the Assessment Order levying the Special Assessments relating to the Major Public Improvements, and (iii) the levying of Special Assessments on Neighborhood Improvement Area #2 Assessed Parcels.

B. Allocation of Special Assessments to Neighborhood Improvement Area #2 Assessed Parcels

The Neighborhood Improvement Area #2 consists of a single Parcel; as such, the entire Neighborhood Improvement Area #2 Special Assessment has been allocated to this single Parcel, as shown on **Exhibit F-1**.

C. Administrative Expenses

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Special Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on **Exhibit F-2**, which may be revised based on Actual Costs documented in Annual Service Plan Updates.

SECTION VI: SERVICE PLAN

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that the Neighborhood Improvement Area #2 Improvements will be fully constructed by July 2020.

Exhibit D summarizes the sources and uses of funds required to construct the Neighborhood Improvement Area #2 Improvements.

The projected Annual Installments for the upcoming five years for Neighborhood Improvement Area #2 are shown on **Exhibit E**. The projected Annual Installments are subject to revision and each shall be updated each year in the Annual Service Plan Update.

SECTION VII: TERMS OF THE SPECIAL ASSESSMENTS

The Special Assessment and Annual Installment for each Neighborhood Improvement Area #2 Assessed Parcel is shown on the Neighborhood Improvement Area #2 Assessment Roll, attached as **Exhibit F-1**, and no Special Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act. The Annual Installments for Neighborhood Improvement Area #2 Assessed Parcels shall be collected in an amount sufficient to pay; (i) (a) the Neighborhood improvement Area #2 Reimbursement Obligation, including interest thereon in accordance with the Neighborhood improvement Area #2 Reimbursement Agreement and (b) if PID Bonds are issued, the principal of and interest (including Additional Interest) on the PID Bonds secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcel; (ii) the Neighborhood Improvement Area #2 Assessed Parcel's allocable share of the principal and interest on the Major Public Improvement PID Bonds including Neighborhood Improvement Area #2's pro rata contribution to the Prepayment Reserve and/or Delinquency Reserve for the Major Public Improvement PID Bonds; and (iii) Administrative Expenses of Neighborhood Improvement Area #2, as shown on **Exhibit F-2**.

A. Reallocation of Special Assessments for Parcels Located Within Neighborhood Improvement Area #2

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Parcels (without the recording of subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the division among the newly divided Assessed Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for the new divided Assessed Parcels

B = the Special Assessment for the Assessed Parcels prior to division

C = the estimated buildout value of a given new divided Assessed Parcel

D = the sum of the estimated buildout value for all of the new divided Assessed Parcels

The calculation of the estimated buildout value for an Assessed Parcel shall be performed by the Administrator and adopted by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Parcel. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Parcels shall equal the Special Assessment for the Assessed Parcels prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Parcels based on a recorded Subdivision Plat, the Administrator shall reallocate the Special Assessment for the Assessed Parcels prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Special Assessment for the new subdivided Lot

B = the Special Assessment for the Parcel prior to subdivision

C = the sum of the estimated buildout value of all new subdivided Lots with same Lot Type

D = the sum of the estimated buildout value for all of the new subdivided Lots excluding Non-Benefitted Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the County an estimated buildout value as of the date of the recorded subdivision plat for each Lot

created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact Lot value and any other information available to the Developer. The calculation of the estimated buildout value for a Lot shall be performed by the Administrator and confirmed by the Commissioners Court based on information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records the County regarding the Lot. The calculation as adopted by the Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly subdivided Lots shall not exceed the Special Assessment for the portion of the Assessed Parcels subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

3. Upon Consolidation

Upon the consolidation of two or more Assessed Parcels, the Special Assessment for the consolidated Assessed Parcels shall be the sum of the Special Assessments for the Assessed Parcels prior to consolidation. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this NIA #2 SAP approved by the Commissioners Court.

B. Mandatory Reduction in Neighborhood Improvement Area #2 Reimbursement Obligation

Prior to the issuance of the first series of PID Bonds following the Major Public Improvement PID Bonds that are secured by Special Assessments levied on the Neighborhood Improvement Area #2 Assessed Parcels, the Administrator shall determine whether the Special Assessment per Lot for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment. If the Special Assessment for any Lot Type exceeds the Neighborhood Improvement Area #2 Maximum Special Assessment, then the Neighborhood Improvement Area #2 Special Assessment and the Neighborhood Improvement Area #2 Reimbursement Obligation applicable to such Lot shall be reduced until the Neighborhood Improvement Area #2 Special Assessment equals the Neighborhood Improvement Area #2 Maximum Special Assessment.

EXHIBITS

| | |
|--------------------|---|
| Exhibit A | Neighborhood Improvement Area #2 Legal Description |
| Exhibit B | Neighborhood Improvement Area #2 Map |
| Exhibit C | Allocation of Neighborhood Improvement Area #2 Improvements |
| Exhibit D | Sources and Uses |
| Exhibit E | Five Year Service Plan |
| Exhibit F-1 | Neighborhood Improvement Area #2 Assessment Roll |
| Exhibit F-2 | Neighborhood Improvement Area #2 Annual Installments |
| Exhibit G | Map of Neighborhood Improvement Area #2 Improvements |
| Exhibit H | Original SAP |

EXHIBIT A – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.504 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 94.504 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest right-of-way line of West Centerpoint Road, a variable width right-of-way shown on the subdivision plat, La Cima Phase 1, West Centerpoint Road, recorded in Document No. 17036340, Official Public Records of Hays County, Texas, same being the south corner of that certain called 67.926 acres of land described in the General Warranty Deed to LCSM Ph.1-1, LLC of record in Instrument No. 17017221, Official Public Records of Hays County, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
2. S 59°51'13" W, a distance of 89.09 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
3. S 50°47'23" W, a distance of 249.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,
4. S 71°59'35" W, a distance of 536.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature,
5. with the arc of a curve to the left, having a radius of 1065.00 feet, an arc distance of 572.24 feet, and a chord which bears S 56°36'00" W, a distance of 565.38 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
6. S 41°12'25" W, a distance of 16.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature, and
7. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.94 feet, and a chord which bears S 87°04'22" W, a distance of 27.95 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency at the intersecting northwest right-of-way line of said West Centerpoint Road and the northeast right-of-way line of Central Park Loop, a 70 foot right-of-way shown on said plat of La Cima Phase 1, West Centerpoint Road;

THENCE continuing across the said 649.592 acre tract, crossing the said 1388.17 acre tract, with the northeast right-of-way line of said Central Park Loop, with the southeast line of the tract described herein, the following six (6) courses and distances:

1. N 51°05'00" W, a distance of 24.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,
2. with the arc of a curve to the right, having a radius of 815.00 feet, an arc distance of 123.50 feet, and a chord which bears N 44°27'06" W, a distance of 123.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,
3. N 40°06'37" W, a distance of 339.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the left, having a radius of 685.00 feet, an arc distance of 665.88 feet, and a chord which bears N 67°57'31" W, a distance of 639.97 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse curvature,
5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.67 feet, and a chord which bears N 53°18'05" W, a distance of 27.03 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
6. S 80°00'46" W, a distance of 34.98 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,

THENCE continuing across the said 1388.17 acre tract, leaving the said Central Park Loop right-of-way line, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 10°46'04" W, a distance of 302.46 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
2. with the arc of a curve to the left, having a radius of 300.00 feet, an arc distance of 86.62 feet, and a chord which bears N 25°55'37" W, a distance of 86.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
3. N 33°46'42" W, a distance of 696.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the most westerly northwest corner of the tract described herein,
4. N 55°30'45" E, a distance of 496.99 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 83°33'43" E, a distance of 276.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
6. N 46°11'39" E, a distance of 505.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. N 26°34'53" E, a distance of 357.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. N 07°09'09" E, a distance of 137.24 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the south line of that certain called 23.823 acre tract of land described in the deed to San Marcos Baptist Academy Foundation of record in Volume 5038, Page 689, Official Public Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of the said 23.823 acre tract bears S 64°20'56" W, a distance of 700.03 feet;

THENCE N 64°20'56" E, with the south line of the said 23.823 acre San Marcos Baptist Academy Foundation tract, with the north line of the tract described herein, a distance of 6.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of that certain called 48.29 acre tract of land designated as Tract 1 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the north line of the of the tract described herein;

THENCE S 43°46'38" E, with a north line of the said 1388.17 acre tract, with the southwest line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 512.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of that said 48.29 acre tract, same being the most westerly corner of that certain called 23.823 acre tract of land described in the General Warranty Deed to Lazy Oaks Ranch, LP of record in Volume 5038, Page 698, Official Public Records of Hays County, Texas, for an angle point in the north line of the tract described herein;

THENCE N 71°48'34" E, with a northwest line of the said 23.823 acre Lazy Oaks Ranch, LP tract, with the southeast line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 765.83 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northwest corner of the said 67.926 acre tract, for the northeast corner of the tract described herein;

THENCE S 05°22'06" E, with the west line of the said 67.926 acre tract, with the east line of the tract described herein, a distance of 980.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest line of that certain called 0.32 acre tract designated as Tract 2 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE with the northwest, west and southeast lines of the said 0.32 acre tract, continuing with the east line of the tract described herein, the following three (3) courses and distances:

1. S 71°00'11" W, a distance of 89.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein,
2. S 43°46'43" E, a distance of 119.83 feet to a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for reference bears N 42°33'49" W, a distance of 1.36 feet, and
3. N 43°23'41" E, a distance of 16.86 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

THENCE leaving the southeast line of the said 0.32 acre tract, crossing the said 649.592 acre tract, with the west line of the said 67.926 acre tract, continuing with the east line of the tract described herein, the following two (2) courses and distances:

1. S 05°22'06" E, a distance of 487.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and
2. S 47°44'52" E, a distance of 426.15 feet to the **POINT OF BEGINNING** and containing 94.504 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 4 of 4

BOWMAN WORD FILE: FN2145(km)

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through June 2018, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 18th day of June 2018 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



DRY

EXHIBIT C - ALLOCATION OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

| | Total Costs [b] | Neighborhood Improvement Area #2 | |
|---|---------------------|----------------------------------|---------------------|
| | | % | Cost |
| Neighborhood Improvement Area #2 Improvements | | | |
| Streets | \$ 3,118,483 | 100.00% | \$ 3,118,483 |
| Water and Sewer | 2,703,295 | 100.00% | 2,703,295 |
| Storm Drainage/Water Quality | 2,869,875 | 100.00% | 2,869,875 |
| Soft Costs | 871,500 | 100.00% | 871,500 |
| | <u>\$ 9,563,153</u> | | <u>\$ 9,563,153</u> |
| Bond Issuance Costs [a] | | | |
| Debt Service Reserve Fund | \$ - | | \$ - |
| Capitalized Interest | - | | - |
| Underwriter Discount | - | | - |
| Cost of Issuance | - | | - |
| | <u>\$ -</u> | | <u>\$ -</u> |
| Total | \$ 9,563,153 | | \$ 9,563,153 |

Footnotes:

[a] To be updated at time of PID Bond issuance.

[b] Costs provided by Neighborhood Improvement Area #2 Owner on January 7, 2020.

EXHIBIT D - SOURCES AND USES

| Neighborhood Improvement Area #2 | | |
|---|-----------|------------------|
| Sources of Funds | | |
| Owner Advance [a] | \$ | 5,475,000 |
| Owner Contribution [b] | | 4,088,153 |
| Total Sources | \$ | 9,563,153 |
| Uses of Funds | | |
| Neighborhood Improvement Area #2 Improvements | \$ | 9,563,153 |
| <i>Bond Issuance Costs [c]</i> | | |
| Debt Service Reserve Fund | \$ | - |
| Capitalized Interest | | - |
| Underwriter Discount | | - |
| Cost of Issuance | | - |
| | \$ | - |
| Total Uses | \$ | 9,563,153 |

Footnotes:

[a] Owner Advance will be repaid as the Neighborhood Improvement Area #2 Reimbursement Obligation.

[b] Non-reimbursable to Owner.

[c] To be updated at time of PID Bond issuance.

EXHIBIT E - FIVE YEAR SERVICE PLAN

| Neighborhood Improvement Area #2 | | | | | | |
|--|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Annual Installments Due | 1/31/2021 | 1/31/2022 | 1/31/2023 | 1/31/2024 | 1/31/2025 | |
| <i>Neighborhood Improvement Area #2 Reimbursement Obligation</i> | | | | | | |
| Principal | \$ 80,000 | \$ 85,000 | \$ 90,000 | \$ 95,000 | \$ 100,000 | |
| Interest | 273,750 | 269,750 | 265,500 | 261,000 | 256,250 | |
| (1) | \$ 353,750 | \$ 354,750 | \$ 355,500 | \$ 356,000 | \$ 356,250 | |
| <i>Major Public Improvement PID Bonds</i> | | | | | | |
| Principal | \$ 27,125 | \$ 26,156 | \$ 31,000 | \$ 33,422 | \$ 35,844 | |
| Interest | 122,963 | 121,607 | 119,972 | 118,035 | 115,946 | |
| (2) | \$ 150,088 | \$ 147,763 | \$ 150,972 | \$ 151,457 | \$ 151,790 | |
| Administrative Expenses | (3) \$ 34,579 | \$ 35,270 | \$ 35,976 | \$ 36,695 | \$ 37,429 | |
| Prepayment and Delinquency Reserve [a] | (4) \$ 8,932 | \$ 8,796 | \$ 8,665 | \$ 8,510 | \$ 8,343 | |
| Total Annual Installment | (5) = (1) + (2) + (3) + (4) | \$ 547,349 | \$ 546,580 | \$ 551,114 | \$ 552,662 | \$ 553,812 |

Footnotes:

[a] Prepayment and Delinquency Reserve relates only to the Major Public Improvement PID Bonds.

EXHIBIT F-1 - NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

| Parcel ID | Major Public Improvement PID | | Neighborhood Improvement Area #2 | | Total Special Assessments | |
|--------------|------------------------------|----------------------|----------------------------------|----------------------|---------------------------|--------------------------|
| | Outstanding Assessment | Annual Installment | Outstanding Assessment | Annual Installment | Outstanding Assessment | Total Annual Installment |
| 143368 | \$ 1,786,375.00 | \$ 163,599.03 | \$ 5,475,000.00 | \$ 383,750.00 | \$ 7,261,375.00 | \$ 547,349.03 |
| Total | \$ 1,786,375.00 | \$ 163,599.03 | \$ 5,475,000.00 | \$ 383,750.00 | \$ 7,261,375.00 | \$ 547,349.03 |

Note: Annual Installments are delinquent if not paid in full by January 31, 2021.

EXHIBIT F-2 – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

| | Major Public Improvements PID Bonds | | | | | | | Neighborhood Improvement Area #2 Reimbursement Obligation | | | | | |
|------------------------------------|-------------------------------------|--------------|----------------------------|-----------------------|------------------------|------------------------------|----------------|---|---------|----------------------------|---------------|-----------------------------|--|
| Annual Installments Due 1/31 | | | | | | | Prepayment and | | | | | Total Annual Installment | |
| | Principal | Interest | Administrative Expenses | Prepayment Reserve | Delinquency Reserve | Debt Service Reserve Fund | Principal | Interest [a] | Reserve | Administrative Expenses | | | |
| 2021 | \$ 27,125 | \$ 122,963 | \$ 4,579 | \$ 3,573 | \$ 5,359 | \$ - | \$ 80,000 | \$ 273,750 | \$ - | \$ 30,000 | \$ 547,349 | | |
| 2022 | \$ 26,156 | \$ 121,607 | \$ 4,670 | \$ 3,519 | \$ 5,278 | \$ - | \$ 85,000 | \$ 269,750 | \$ - | \$ 30,600 | \$ 546,580 | | |
| 2023 | \$ 31,000 | \$ 119,972 | \$ 4,764 | \$ 448 | \$ 8,218 | \$ - | \$ 90,000 | \$ 265,500 | \$ - | \$ 31,212 | \$ 551,114 | | |
| 2024 | \$ 33,422 | \$ 118,035 | \$ 4,859 | \$ - | \$ 8,510 | \$ - | \$ 95,000 | \$ 261,000 | \$ - | \$ 31,836 | \$ 552,662 | | |
| 2025 | \$ 35,844 | \$ 115,946 | \$ 4,956 | \$ - | \$ 8,343 | \$ - | \$ 100,000 | \$ 256,250 | \$ - | \$ 32,473 | \$ 553,812 | | |
| 2026 | \$ 38,266 | \$ 113,706 | \$ 5,055 | \$ - | \$ 8,164 | \$ - | \$ 105,000 | \$ 251,250 | \$ - | \$ 33,122 | \$ 554,563 | | |
| 2027 | \$ 40,688 | \$ 111,314 | \$ 5,156 | \$ - | \$ 7,973 | \$ - | \$ 110,000 | \$ 246,000 | \$ - | \$ 33,785 | \$ 554,916 | | |
| 2028 | \$ 43,594 | \$ 108,771 | \$ 5,260 | \$ - | \$ 7,769 | \$ - | \$ 115,000 | \$ 240,500 | \$ - | \$ 34,461 | \$ 555,354 | | |
| 2029 | \$ 46,984 | \$ 105,720 | \$ 5,365 | \$ - | \$ 7,551 | \$ - | \$ 120,000 | \$ 234,750 | \$ - | \$ 35,150 | \$ 555,520 | | |
| 2030 | \$ 50,375 | \$ 102,431 | \$ 5,472 | \$ - | \$ 7,316 | \$ - | \$ 125,000 | \$ 228,750 | \$ - | \$ 35,853 | \$ 555,197 | | |
| 2031 | \$ 54,250 | \$ 98,905 | \$ 5,581 | \$ - | \$ 7,065 | \$ - | \$ 135,000 | \$ 222,500 | \$ - | \$ 36,570 | \$ 559,870 | | |
| 2032 | \$ 58,125 | \$ 95,107 | \$ 5,693 | \$ - | \$ 6,793 | \$ - | \$ 140,000 | \$ 215,750 | \$ - | \$ 37,301 | \$ 558,770 | | |
| 2033 | \$ 62,484 | \$ 91,038 | \$ 5,807 | \$ - | \$ 6,503 | \$ - | \$ 145,000 | \$ 208,750 | \$ - | \$ 38,047 | \$ 557,630 | | |
| 2034 | \$ 67,328 | \$ 86,664 | \$ 5,923 | \$ - | \$ 6,190 | \$ - | \$ 155,000 | \$ 201,500 | \$ - | \$ 38,808 | \$ 561,414 | | |
| 2035 | \$ 72,172 | \$ 81,951 | \$ 6,042 | \$ - | \$ 5,854 | \$ - | \$ 165,000 | \$ 193,750 | \$ - | \$ 39,584 | \$ 564,353 | | |
| 2036 | \$ 77,500 | \$ 76,899 | \$ 6,162 | \$ - | \$ 5,493 | \$ - | \$ 170,000 | \$ 185,500 | \$ - | \$ 40,376 | \$ 561,931 | | |
| 2037 | \$ 83,313 | \$ 71,474 | \$ 6,286 | \$ - | \$ 5,105 | \$ - | \$ 180,000 | \$ 177,000 | \$ - | \$ 41,184 | \$ 564,361 | | |
| 2038 | \$ 89,609 | \$ 65,643 | \$ 6,411 | \$ - | \$ 4,689 | \$ - | \$ 190,000 | \$ 168,000 | \$ - | \$ 42,007 | \$ 566,359 | | |
| 2039 | \$ 96,391 | \$ 59,370 | \$ 6,540 | \$ - | \$ 4,241 | \$ - | \$ 200,000 | \$ 158,500 | \$ - | \$ 42,847 | \$ 567,888 | | |
| 2040 | \$ 103,656 | \$ 52,623 | \$ 6,670 | \$ - | \$ 3,759 | \$ - | \$ 210,000 | \$ 148,500 | \$ - | \$ 43,704 | \$ 568,912 | | |
| 2041 | \$ 111,406 | \$ 45,367 | \$ 6,804 | \$ - | \$ 3,240 | \$ - | \$ 220,000 | \$ 138,000 | \$ - | \$ 44,578 | \$ 569,395 | | |
| 2042 | \$ 120,125 | \$ 37,568 | \$ 6,940 | \$ - | \$ 2,683 | \$ - | \$ 230,000 | \$ 127,000 | \$ - | \$ 45,470 | \$ 569,786 | | |
| 2043 | \$ 128,844 | \$ 29,159 | \$ 7,079 | \$ - | \$ 2,083 | \$ - | \$ 240,000 | \$ 115,500 | \$ - | \$ 46,379 | \$ 569,044 | | |
| 2044 | \$ 138,531 | \$ 20,140 | \$ 7,220 | \$ - | \$ 1,439 | \$ - | \$ 255,000 | \$ 103,500 | \$ - | \$ 47,307 | \$ 573,137 | | |
| 2045 | \$ 149,188 | \$ 10,443 | \$ 7,365 | \$ - | \$ 746 | \$ (159,631) | \$ 265,000 | \$ 90,750 | \$ - | \$ 48,253 | \$ 412,114 | | |
| 2046 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 280,000 | \$ 77,500 | \$ - | \$ 49,218 | \$ 406,718 | | |
| 2047 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 295,000 | \$ 63,500 | \$ - | \$ 50,203 | \$ 408,703 | | |
| 2048 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 310,000 | \$ 48,750 | \$ - | \$ 51,207 | \$ 409,957 | | |
| 2049 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 325,000 | \$ 33,250 | \$ - | \$ 52,231 | \$ 410,481 | | |
| 2050 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 340,000 | \$ 17,000 | \$ - | \$ 53,275 | \$ 410,275 | | |
| Totals | \$ 1,786,375 | \$ 2,062,818 | \$ 146,658 | \$ 7,539 | \$ 140,365 | \$ (159,631) | \$ 5,475,000 | \$ 5,222,000 | \$ - | \$ 1,217,042 | \$ 15,898,166 | | |

[a] Assumes an interest rate of 5.0% for the Neighborhood Improvement Area #2 Reimbursement Obligation.

EXHIBIT G – MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

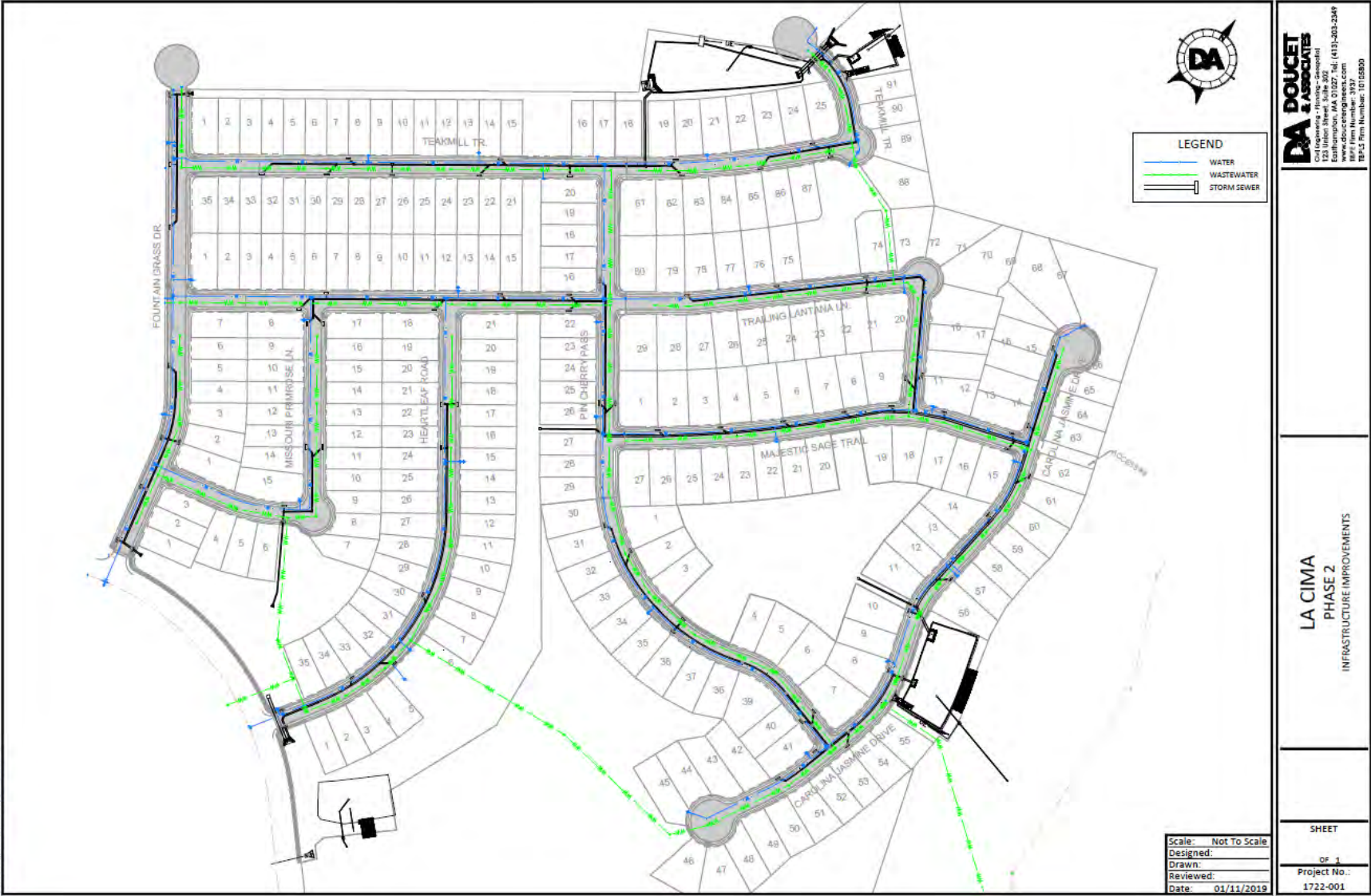


EXHIBIT H – ORIGINAL SAP

DRAFT

EXHIBIT B – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

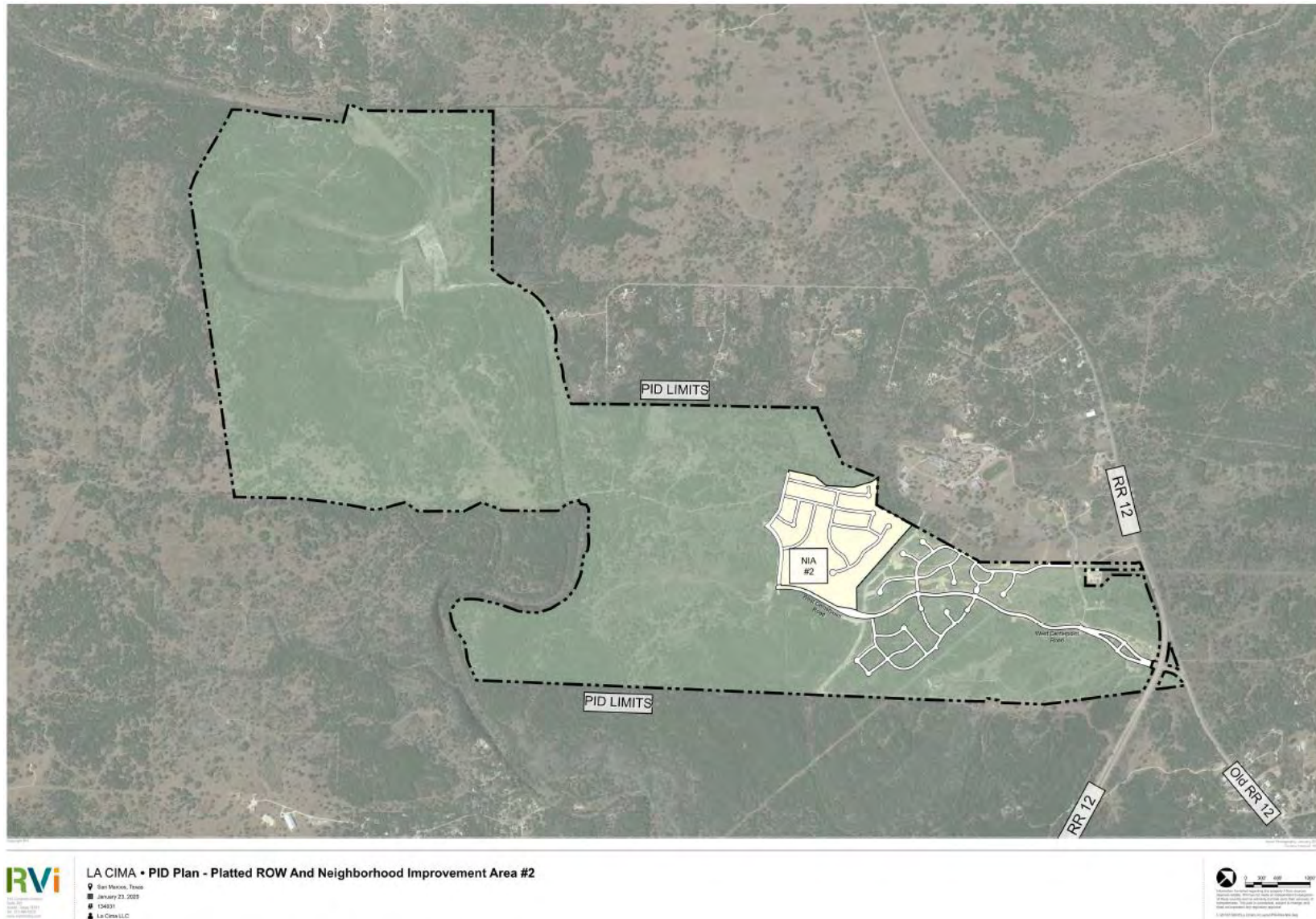


EXHIBIT B

HAYS COUNTY, TEXAS NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Commissioners Court of Hays County, Texas on February 25, 2020 at 9:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

The public hearing will be held to consider proposed assessments to be levied against assessable property (the "Assessed Parcels") within Neighborhood Improvement Area #2 of the La Cima Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken that will confer a special benefit only on the Assessed Parcels in Neighborhood Improvement Area #2 include (i) road improvements, (ii) water distribution system improvements, (iii) sanitary sewer collection system improvements, (iv) storm sewer collection system improvements, (v) storm water quality improvements, (vi) payment of costs associated with constructing and financing the public improvements listed in (i)-(v) above, including costs of administering and operating the District (collectively, the "Neighborhood Improvement Area #2 Improvements").

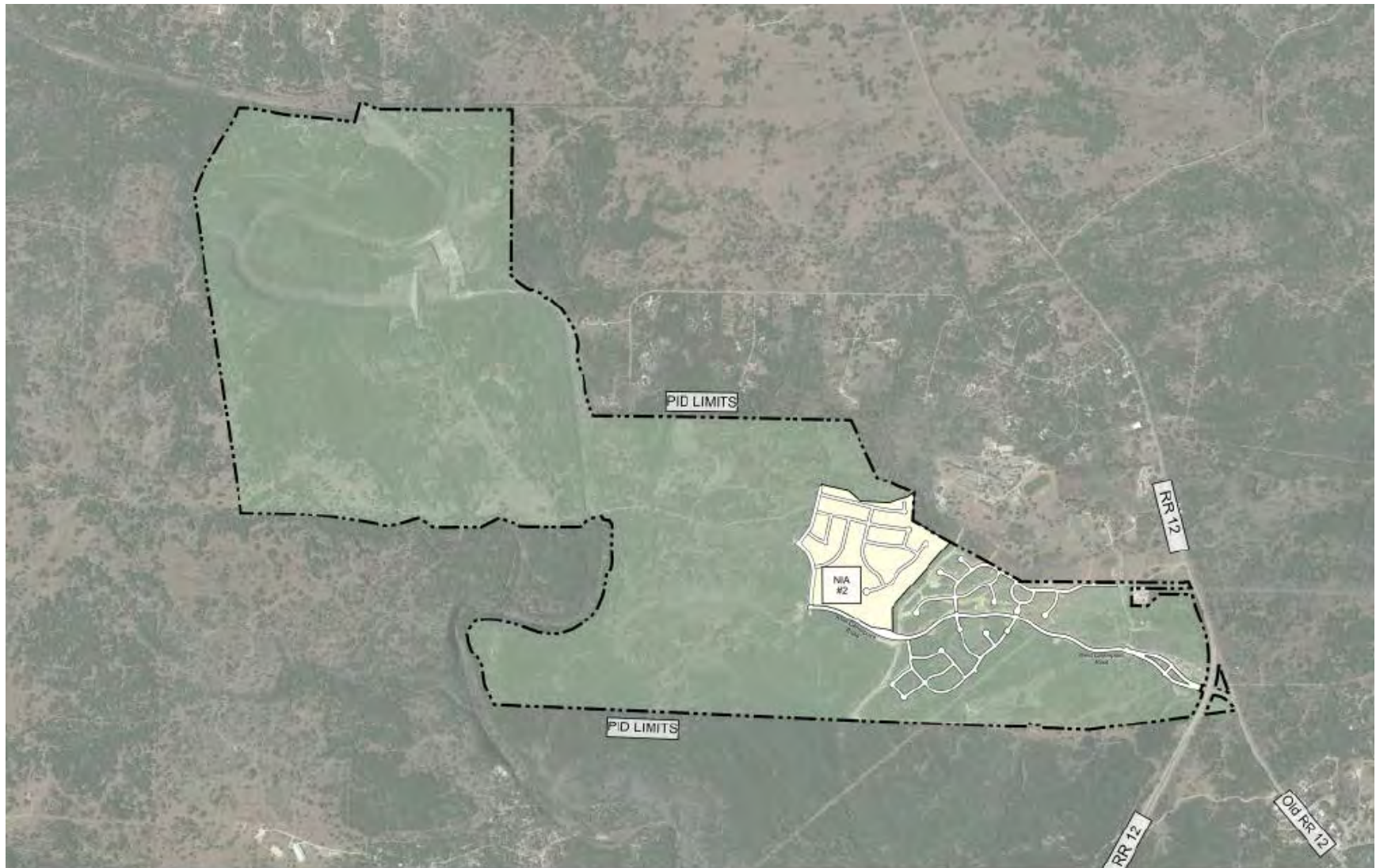
The total costs of the Neighborhood Improvement Area #2 Improvements are **\$9,563,153**.

The boundaries of the District include approximately 2,044 acres of land, which boundaries include Neighborhood Improvement Area #2 Improvements generally located in Hays County Precinct 3, near the intersection of Wonder World Drive (RR12) and Old Ranch Road 12, as more particularly described by the attached map and a metes and bounds description available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Neighborhood Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel in Neighborhood Improvement Area #2 of the District that benefits from the Neighborhood Improvement Area #2 Improvements, is available for public inspection at the office of the County Clerk, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

Map of the District and Neighborhood Improvement Area #2



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider approval of a La Cima Public Improvement District Deposit Agreement for Proposed Future Bond Test Amendment for certain costs associated with Neighborhood Improvement Area #2 of the La Cima Public Improvement District.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 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

LA CIMA PUBLIC IMPROVEMENT DISTRICT DEPOSIT AGREEMENT FOR PROPOSED FUTURE BOND TEST AMENDMENT

This LA CIMA PUBLIC IMPROVEMENT DISTRICT DEPOSIT AGREEMENT FOR PROPOSED FUTURE BOND TEST AMENDMENT ("Agreement") is made and entered into this the 4th day of February, 2020 (the "Effective Date"), by and between HAYS COUNTY, TEXAS ("Hays County" or the "County") and LCSM PH. 2, LLC, a Texas limited liability company ("Landowner"). Hays County and Landowner, together with their respective successors, may be referred to herein collectively as the "Parties" or individually as "Party."

WHEREAS, Hays County created the La Cima Public Improvement District ("La Cima PID") on or about September 23, 2014;

WHEREAS, in furtherance of the development of La Cima PID, on or about August 5, 2015, \$19,200,000 in bonds designated as "Hays County, Texas, Special Assessment Revenue Bonds, Series 2015" (the "Bonds") were issued;

WHEREAS, the Bonds were authorized pursuant to Order No. 30824 and enacted by the Commissioners Court of the County (the "Commissioners Court") on July 21, 2015 (the "Bond Order") and were issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of July 15, 2015 (the "Indenture") by and between the County and BOKF, NA dba Bank of Texas, as trustee (the "Trustee");

WHEREAS, the Parties anticipate that in furtherance of the La Cima PID and its continued successful development, additional bonds secured by assessments levied within La Cima PID ("Additional Bonds") will be issued and sold in accordance with the Act and the Indenture and all necessary or appropriate supplements, amendments and/or modifications thereto;

WHEREAS, the Indenture provides that Additional Bonds for Neighborhood Improvement Areas (as defined in the Indenture) may only be issued by the County if certain investment and underwriting criteria set forth within the Indenture are satisfied (the "Future NIA Bond Test");

WHEREAS, to avoid delay in the development of the La Cima PID, Landowner has recently requested that the County assess the feasibility and desirability of the amendment of the Future NIA Bond Test with respect to one or more Neighborhood Improvement Areas (as defined in the Indenture);

WHEREAS, the process by which a Future NIA Bond Test may be amended is lengthy and involves detailed work by several individuals including, but not limited to, the County's staff ("Staff") and its bond counsel, financial advisor and/or other consultants ("Consultants");

WHEREAS, in an effort to fund the actions required by County Staff and its Consultants, to work on amending the Future NIA Bond Test, Landowner has agreed to advance moneys to be used by the County, under the direction of the Office of General Counsel (the "General Counsel") to pay costs and expenses associated with the work related to the amendment to the Indenture desired by Landowner;

WHEREAS, such advances will be subject to reimbursement for any excess funds not utilized for the purposes stated herein; and

WHEREAS, the Parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Landowner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Landowner shall advance up to a maximum of \$50,000 (the "**Moneys**") to the County as provided in Section 3 hereof, which Moneys shall be used by the County exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not timely advanced by Landowner to the County in accordance with Section 3 hereof, the County shall be under no obligation to continue assessing the feasibility and desirability of amendment of the Future NIA Bond Test.

SECTION 2. USE OF MONEYS ON DEPOSIT. The County will utilize County Staff and Consultants to assist the County with assessing the feasibility and desirability of amendment the Future NIA Bond Test. These individuals shall be responsible to, and will act as consultant to, the County in assessing the feasibility and desirability of amendment of the Future NIA Bond Test. The County shall use the Moneys to pay costs and expenses of County staff and the Consultants that are incidental to or associated with the feasibility and desirability of amending the Future NIA Bond Test (collectively, "**Project Costs**"). The scope of work and terms and conditions of the agreements for the Consultants are set forth in agreements that are on file in the General Counsel's office and available for inspection and review by the Landowner. The County shall maintain records of the payment of all Project Costs and keep such records on file and will be reasonably available during normal business hours for inspection and review by the Landowner in the General Counsel's office.

SECTION 3. DEPOSITS. The Landowner shall deposit with the County the amount of \$25,000 within five (5) business days after this Agreement is executed and delivered by the County. Whenever such account reaches a balance below \$5,000.00, the Landowner shall deposit an additional \$25,000 within five (5) business days of notification by the General Counsel. The County shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the General Counsel. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the amendment to the Future NIA Bond Test are unsuccessful, terminated or abandoned, the County shall, within a reasonable time, transfer to the Landowner all Moneys, including any interest earnings thereon (if any), then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Project Costs or portions thereof that have been actually incurred as of the date of such termination or abandonment.

If the Future NIA Bond Test is amended, the Landowner shall direct the County to return all Moneys, including any interest earnings thereon (if any), then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Project Costs or portions thereof that have been actually incurred as of the date that the Future NIA Bond Test is amended.

Any direction given to the County pursuant to this Section 4 shall provide information sufficient for the County to transfer unexpended Moneys, and the interest thereon (if any), to the Landowner (i.e. routing numbers, payee information, and any other reasonably necessary or requested information).

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the County will execute any amendment or supplement to the Indenture or any other agreement, or otherwise proceed with the amendment of the Future NIA Bond Test, and the County expressly reserves the right to terminate or abandon the proceedings at any time prior to the amendment of the Future NIA Bond Test, if in the County's sole discretion, it deems such termination or abandonment to be in the best interests of the County. Further, to the extent that the Future NIA Bond Test is amended, the County shall, in its sole discretion, determine the terms, provisions and conditions of the amendment or supplement to the Indenture effectuating such amended Future NIA Bond Test. This Section 5 controls in the event of any inconsistency with another provision of this Agreement.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof. No other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Hays County, Texas, as of the date and year first herein above written.

EXECUTED and ACCEPTED this _____ of _____ 2020.

HAYS COUNTY

By: _____

Name: _____

Title: _____

AGREED TO and ACCEPTED this _____ of _____ 2020.

LCSM PH. 2, LLC

By: _____

Name: _____

Title: _____

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 On-Site Sewage Facility Permit for three short-term rental cabins and grant a variance to section 10 M. 1. (B) of the Hays County Rules for On-Site Sewage Facilities at 630 Winn Ranch Road, Wimberley, Texas 78676.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 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

SHELL

CO-SPONSOR

N/A

SUMMARY

Brian and Ann Konradi are proposing an OSSF to serve three short-term rental cabins. Each cabin is 320 square feet with one bedroom and no kitchen. This property is located at 630 Winn Ranch Road and will be served by a private well for a potable water supply.

The system designer has designed a proprietary treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 300 gallons. The system designer, Stan Burrier, P.E., is requesting a variance to Section 10 M. 1. (B) of the Hays County Rules for On-Site Sewage Facilities, which requires non-residential OSSFs and multi-family OSSFs to have a hydraulic equalization tank prior to the treatment system. His justification for the variance is that equal protection will be provided given that the rental units will only be occupied 60-70% of the time. To prevent surges from not being treated, he has oversized the ATU to an 800 gpd ATU. In addition, during non-occupied times, the owner will "feed" the ATU by introducing dog food.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the National Cooperative Purchasing Alliance (NCPA) to provide cooperative purchasing services for Hays County.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 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

Marisol Villarreal-Alonzo

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The NCPA is a leading national government purchasing cooperative program working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. National procurement programs are authorized through Government Code, Ch. 791, Subchapter C.

Attachment: NCPA Interlocal Agreement



INTERLOCAL AGREEMENT

Contracting Parties

Hays County
(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

74-6002241
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

By _____
Authorized Signature

Ruben Becerra

County Judge

Title

2/4/2020

Date

Marisol Villarreal-Alonzo, CPA

Contact Person

Hays County Auditor

Title of Contact

712 S. Stagecoach Trail, Suite 1071

Street Address

San Marcos, TX 78666

City, State Zip

512-393-2283

Contact's Telephone Number

purchasing@co.hays.tx.us

Email Address

Region 14 Education Service Center

By _____
Authorized Signature

Title

Date

Contact Person

Telephone Number

Email Address

Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

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 the location of office spaces for the Indigent Defense Coordinator and the Records Management Office within the Hays County Government Center located at 712 S. Stagecoach Trail, San Marcos, Texas.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Zelhart / Mau

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

The District and County Courts are in need of office space that will accommodate the Indigent Defense Coordinator position. Records Management is currently occupying Suite 2024 in the Government Center for scanning purposes. This space will meet the needs for the office of the Indigent Defense Coordinator. Records Management will be able to relocate scanning into the area they currently occupy within the Law Library office at the Government Center.

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 \$25,899 Proposal from Beckwith Electronic Systems, LLC for replacement AV video/audio equipment for District Courtrooms #1, #3 & #4 and allow a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

\$25,899

LINE ITEM NUMBER

100-608-00.5712_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

T. CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Audiovisual equipment in Government Center courtrooms 1, 3, and 4 need to be replaced. During a recent inspection, it was discovered that some of the a/v equipment is not functional and/or at end of life. It is cost prohibitive to repair the older equipment; therefore, the District Judges would like to replace equipment as needed. Funding for this project has been identified in the County & District Court Technology Fund.

Attachment: Beckwith Proposal

Budget Amendment:

Decrease .5201 General Supplies

Increase .5712_700 Computer Equipment_Capital

Proposal

DATE: 30-Jan-20



| | |
|--|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Chris Deichmann Tel # 5129262000 | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
|--|--|

| | |
|--|--|
| Customer Reference Name Proposal Number | Hays County Govt Center - A-V Repair Items (CRs 1, 3 & 4) FA-BESLLC-2020-403 |
| PAYMENT TERMS Net 30 days | TRADE TERMS F.O.B. Jobsite |

Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE.

Scope Of Work:

Price includes turnkey replacement of items that were determined to be in need of replacement during a service call in Q4 of 2019. Please note the following:

- Projector proposed for CR 1 is the same model that we have been providing in the 2 most recent DM/courtroom upgrades.
- The current hard-wired tilt mount touch panel is much larger (15.6") than the TPMC versions provided in 2011. There is a wireless 8.7" touch panel (current versions of the wi-fi units that you have) that can be provided for the same price.

Court Room #1

| | | |
|---|---------|---------------------|
| 1 | G6900WU | Epson |
| 1 | RPAU | Chief Manufacturing |

15.6" HP Touchscreen w/
 WUXGA 3LCD Projector (6000 lumens)
 Inverted LCD/DLP Projector Ceiling Mount (black)

+5963.00

Total Cost - Court Room #1

\$ 8,310.00

14,173

Court Room #3

| | | |
|---|--------------------|----------|
| 1 | TS-1542-TILT-C-B-S | Crestron |
|---|--------------------|----------|

15.6" HD Touch Screen with DM 8G+ input, Tilt Mount

15.6" HD Touch Screen with DM 8G+ input, Tilt Mount

Total Cost - Court Room #3

\$ 5,863.00

Court Room #4

| | | |
|---|--------------------|----------|
| 1 | TS-1542-TILT-C-B-S | Crestron |
|---|--------------------|----------|

15.6" HD Touch Screen with DM 8G+ input, Tilt Mount

Total Cost - Court Room #4

\$ 5,863.00

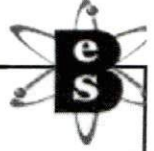
Total Cost for Work in All 3 Court Rooms

\$ 20,036.00

25,899.00

Proposal

DATE: 30-Jan-20



| | | |
|---|--|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Chris Deichmann Tel # 5129262000 | | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
| Customer Reference Name Proposal Number | | Hays County Govt Center - A-V Repair Items (CRs 1, 3 & 4) FA-BESLLC-2020-403 |
| PAYMENT TERMS Net 30 days | | TRADE TERMS F.O.B. Jobsite |

Terms:

This bid is conditioned upon the parties entering into a mutually acceptable written agreement; signed Beckwith Proposal meets this criteria.

- 1
- 2 This bid does not include Bid, Payment or Performance Bond.
- 3 This bid does not include any fees assessed by Special Insurance Programs.
- 4 Unpaid invoices greater than sixty (60) days past due may result in lien on property. If an affidavit claiming a lien is filed, a \$500 filing/release of lien fee will be due prior to any lien being released.
- 5 A project completion schedule or project completion date will be required before Beckwith can proceed; deviation from this completion date which requires additional labor or overtime to complete the accelerated completion will result in additional costs paid for by the customer.
- 6 If additional fire alarm inspections are required due to partial building inspection, these additional cost will be paid for by the customer.
- 7 Installation of detectors during construction shall be protected from debris, dust, dirt, and damage in accordance with manufacturer's recommendations and the current adoption of NFPA 72. Cleaning and/or replacement of smoke detectors installed prior to final building cleanup will be cleaned and/or replaced by Beckwith and paid for by the customer.
- 8 Beckwith is not responsible for performing additional testing or service unless requested in writing from customer. Customer agrees to pay for these
- 9 Beckwith is not responsible for false alarms or false alarm fines.
- 10 **CUSTOMER AGREES AND UNDERSTANDS THAT BECKWITH IS NOT AN INSURER AND IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF OTHERS, OR FOR EVENTS BEYOND THE CONTROL OF BECKWITH INCLUDING FALSE ALARMS.**
- 11 Upon credit approval; terms are net upon receipt.
- 12 1.5% per month (18% annually) will be charged on all past due invoices, 30 days from invoice date.
- 13 Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith.
- 14 F.O.B.: Jobsite
- 15 This proposal is valid for 30 days from the date herein.

Warranty:

Beckwith provides a one (1) year non-transferable warranty from the date of substantial completion or the owner getting beneficial use of the system or from the date of the final fire inspection.

DISCLAIMER AND EXCLUSION OF WARRANTIES:

There are no warranties extending beyond the description or face hereof. Any implied warranty of merchantability and/or of fitness for a particular purpose are hereby excluded and disclaimed. In case of defects or alleged defects, the damages claimed shall be limited solely to the replacement or repair of the allegedly defective product or workmanship. Damages claimed shall not include any incidental or consequential damages or expenses. Beckwith shall not be liable for and the parties agree that no attorney's fees will be sought against Beckwith arising out of the materials installed or labor performed by Beckwith.

Insurance:

For the work contracted with Beckwith, Beckwith agrees to provide Contractor with a Certificate of Insurance with following limits:

A.M. Best Rating A (Excellent) XV (\$2 Billion or Greater)

General Liability

| | |
|-------------|---|
| \$1,000,000 | Per Occurrence |
| \$2,000,000 | Aggregate/Per Project |
| \$2,000,000 | Products and Completed Operations |
| \$1,000,000 | Personal Advertising Liability |
| \$300,000 | Fire Legal Liability/Damage to premises rented to you |
| \$10,000 | Medical Exp (Any one person) |

Proposal

DATE: 30-Jan-20



| | |
|---|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Chris Deichmann Tel # 5129262000 | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
|---|--|

| | |
|--|---|
| Customer Reference Name Proposal Number | Hays County Govt Center - A-V Repair Items (CRs 1, 3 & 4) FA-BESLLC-2020-403 |
| PAYMENT TERMS Net 30 days | TRADE TERMS F.O.B. Jobsite |

Business Auto Liability

\$1,000,000 Combined Single Limit
\$1,000,000 Non-Owned and Hired Car Coverage

Worker's Compensation

Employees Liability Insurance
\$1,000,000 E.L. Each Accident
\$1,000,000 E.L. Disease - Each Employee
\$1,000,000 E.L. Disease - Policy Limit

Umbrella

\$5,000,000 Per Occurrence & Aggregate

All Insurance Coverages Shall Provide:

- 1 30 Day Written Notice of Cancellation.
- 2 Waiver of Rights of Subrogation in Favor of (Your Company Name) as per written contract.
- 3 "Additional Insured" Endorsement on Business Auto Policy, Commercial General Liability Policy, & Commercial Umbrella Policy as per written contract. On the CGL Policy, (Your Company Name) must be named as additional insured for ongoing and completed work.
- 4 Primary and Non-Contributory wording on Additional Insured Endorsements as per written contract.

Before any commencement of activity to this contract, a Certificate of Insurance will be delivered to the Contractor's office as shown above.

RESPECTFULLY SUBMITTED BY:

Chad Tanner

Chad Tanner
Electronic System Sales

ACCEPTED: YOU MAY INSTALL/FURNISH THE EQUIPMENT AS OUTLINED IN THE ABOVE PROPOSAL.

FIRM NAME: _____

BY: _____

P.O.#: _____

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 modify the approval process for expenditures from County Wide funds, including but not limited to expenditures for outside legal services, which was recently moved from County Wide to the Office of General Counsel budget.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

February 4, 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

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 La Cima Public Improvement District. Possible action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 4, 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

More information will be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: 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 | February 4, 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 Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

February 4, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in executive session.