

**Commissioners Court October 5, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **5th day of October 2021**, 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	5-6	Adopt a Proclamation declaring October 2021 as Hill Country Night Sky Month in Hays County. SHELL
2	7-9	Adopt a Proclamation by the Indigenous Cultures Institute and the Council for the Indigenous & Tejano Community recognizing Indigenous Peoples Day as a day to honor this enduring community of citizens in Hays County. BECERRA
3	10-11	Adopt a Proclamation declaring October 2021 as National Domestic Violence Awareness Month in Hays County. BECERRA
4	12	Presentation by the Hays County Office of Emergency Services to include a recap of the 2021 Preparedness Fair and to announce the winning department for the best overall basket in the Employee Raffle Basket Contest. BECERRA/MIKE JONES

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.

5	13	Approve payments of County invoices. VILLARREAL-ALONZO
6	14	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
7	15-21	Approve Commissioners Court Minutes of August 17, 2021. BECERRA/CARDENAS
8	22	Approve the payment of the October 15, 2021 payroll disbursements in an amount not to exceed \$3,350,000.00 effective October 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
9	23-29	Authorize the County Judge to execute a renewal agreement for \$6,112.08 with West Thompson Reuters for legal print resources in the Hays County Law Library, County Courts at Law, and District Courts with funds budgeted for FY2022. INGALSBE/BARRON
10	30-51	Authorize the County Judge to execute a subscription agreement for \$18,954.00 for the LexisNexis Digital Library with Overdrive for use by Hays County Law Library patrons with funds budgeted for FY2022. INGALSBE/BARRON
11	52-60	Authorize the County Judge to execute an agreement between Building Maintenance and The Bug Master for pest control services for Hays County Buildings in the amount of \$845.00 quarterly. BECERRA/T.CRUMLEY
12	61-79	Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$7,997.38. JONES/T.CRUMLEY
13	80-82	Authorize the Office of Emergency Services to accept a donation of painting services valued at \$1,950.00 for the Hays County Community Emergency Response Team (CERT), Kyle/Buda Strike Team trailer from DFW Movers & Erectors. BECERRA/MIKE JONES
14	83-86	Authorize the County Judge to execute an Addendum to the Contract between Hays County and Securus Technologies, LLC regarding the inmate telephone communications phone rates. INGALSBE/SHELL

15	87	Authorize a budget amendment for Countywide Operations for Continuing Education and Travel expenses in the amount of \$650.00. SHELL/T.CRUMLEY
16	88-109	Ratify the execution of Amendment No. 3 to the General Land Office (GLO) Contract No. 18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Projects Non-Research & Development 2015 Flood Allocation. BECERRA/T.CRUMLEY
17	110	Approve out of state travel for Lieutenant Mike Mallow and Corrections Officer Ron Stanley to attend the National Conference on Law Enforcement Wellness and Trauma on November 12-14, 2021 in Oklahoma City, Oklahoma. INGALSBE/CUTLER
18	111-135	Authorize the acceptance of a grant award from The Office of the Attorney General to the Sheriff's Office Criminal Investigation Division for the investigations of Internet Crimes Against Children (ICAC) and amend the budget accordingly. INGALSBE/CUTLER
19	136-137	Ratify the acceptance of a \$100.00 donation to the Sheriff's Office and amend the budget accordingly. INGALSBE/CUTLER
20	138	Approve the extension of the carry over limit of employee vacation time for FY 2021 to December 31, 2021. BECERRA/RICHEY
21	139-140	Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY22 Formula Grant Program. BECERRA/T.CRUMLEY
22	141-154	Authorize the County Judge to execute a General and No Litigation Certificate of Hays County and Certificate of Approval of Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for Balcones Trails Apartments, located in Kyle, Hays County, Texas. JONES
23	155-165	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Lockhart Farms Apartments, located Lockhart, Caldwell County, Texas, The Narrows Apartments, located in Hutto, Williamson County, Texas. BECERRA
24	166-199	Approve specifications for IFB 2022-B01 Duty & Training Ammunition and authorize Purchasing to solicit for bids and advertise. BECERRA
25	200	Accept a \$10,000 contribution from the Ann V Farr Memorial Foundation on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE

ACTION ITEMS

ROADS

26	201-209	Discussion and possible action to accept the Performance Bond No. SUR0070209 in the amount of \$1,111,890.25 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 6. JONES/BORCHERDING
27	210-218	Discussion and possible action to accept the Performance Bond No. SUR0070208 in the amount of \$572,129.75 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 7. JONES/BORCHERDING
28	219-220	Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 4 for a time extension to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County. INGALSBE/BORCHERDING
29	221	Discussion and possible action to approve the selection BGE, Inc. to provide professional design services for the Robert S. Light project in Precinct 2; and to authorize staff and counsel to negotiate a contract. JONES/BORCHERDING
30	222-228	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$630,111.91 for Driftwood Phase 1, Section 3 (Bond # 1001130681). SMITH/BORCHERDING
31	229-236	Discussion and possible action to abandon a portion of County Road #169 in Precinct 4; and to authorize the County Judge to execute a Quit Claim Deed related to said abandonment. SMITH

SUBDIVISIONS

32	237-241	PLN-1774-PC; Discussion and possible action to approve the final plat of the Replat of Lot 12, Los Ranchos Subdivision; hold a public hearing. SMITH/MACHACEK
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MISCELLANEOUS

33	242-256	Discussion and possible action to execute a Master Services & Purchase Agreement with Munission, LLC related to the Hays County website refresh project. BECERRA/MCGILL
34	257-259	Discussion and possible action to execute a Professional Services Agreement with Tyler Technologies, Inc. for the Pre-file Active Case Judge Assignment Feature. SHELL/MCGILL

35	260-292	Discussion and possible action to execute a License and Services Agreement with Tyler Technologies, Inc. for the Jury Manager Software. INGALSBE/MCGILL
36	293-294	Discussion and possible action to authorize Sullivan Contracting Services to renovate the interior and exterior of the LBJ Museum in the amount of \$44,444.81 and amend the budget accordingly. INGALSBE/T.CRUMLEY
37	295-296	Discussion and possible action to authorize the execution of a \$2,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2022 related to indigent health care costs. SHELL
38	297	Discussion and possible action for funding of a feasibility study for a centralized regional animal shelter. BECERRA
39	298-299	Discussion and possible action to consider an outside contractor to install holiday lighting at the Historic Courthouse Grounds and amend the budget accordingly. BECERRA
40	300-313	Discussion and possible action to accept the renaming of a street name as originally platted in Headwaters at Barton Creek Phase 4, Section 3 and Headwaters at Barton Creek Phase 4, Section 4. SMITH/PACHECO
41	314	Discussion regarding activities related to the Redistricting Advisory Commission. Possible action may follow. INGALSBE/SHELL
42	315-319	Discussion and possible action to authorize the County Judge to execute a Seventh Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). INGALSBE/CUTLER
43	320-324	Discussion and possible action to authorize the County Judge to execute a Second Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). INGALSBE/LITTLEJOHN

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.

44	325	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the performance and duties of the Veterans Service Officer, Emergency Services Director, IT Director, Human Resources Director, Transportation Director, General Counsel, Director of Countywide Operations and Development Services Director. SHELL/MILLER
45	326	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court. INGALSBE
46	327	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects; and regarding POSAC reviewing criteria. Possible discussion and/or 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.

47	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
48	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
49	Discussion and possible action related to proposed bills in the 87th Special Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. SMITH
50	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
51	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 1st day of October, 2021

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

Adopt a Proclamation declaring October 2021 as Hill Country Night Sky Month in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 5, 2021

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 DELARING OCTOBER 2021 AS
“HILL COUNTRY NIGHT SKY MONTH”**

- WHEREAS,** the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Hays County and are therefore worthy of celebration; and
- WHEREAS,** the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Hays County and preserving the rich historic heritage and starry night skies of Hays County is important to its residents; and
- WHEREAS,** “light pollution,” wasted light goes where it is not supposed to go, wastes natural resources amounting to at least \$2 billion per year and is created by glare, light trespass, sky glow, and overlighting; and
- WHEREAS,** the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and
- WHEREAS,** solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and
- WHEREAS,** Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region, often with encouragement, leadership and assistance from the Hill Country Alliance, and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association, including: Enchanted Rock State Natural Area, South Llano State Park, the City of Dripping Springs, the Wimberley Valley, the City of Fredericksburg, the City of Horseshoe Bay, U Bar U Camp & Retreat Center, River Hills Neighborhood of Travis County, Lost Creek Neighborhood of Travis County and other places in the Texas Hill Country that are actively seeking this designation; and
- WHEREAS,** Hays County Chapter Texas Master Naturalists, Hays County Friends of the Night Sky, the Hill Country Alliance and the Wimberley Valley Dark Sky Committee have devoted many hours in Hays County to share the wonder of our night skies, and promote responsible lighting to help us see better at night; and

NOW THEREFORE, BE IT PROCLAIMED by the Hays County Commissioners Court:

1. That October 2021 shall hereafter be known as “**Hill Country Night Sky Month**” in Hays County, Texas.
2. That the Hays County Commissioners Court encourages citizens to enjoy the night sky and to participate in Hays County and the Hill Country region’s events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.
3. That the Hays County Commissioners Court encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

ADOPTED THIS THE 5th DAY OF OCTOBER 2021

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 by the Indigenous Cultures Institute and the Council for the Indigenous & Tejano Community recognizing Indigenous Peoples Day as a day to honor this enduring community of citizens in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 5, 2021

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

Proclamation attached.



PROCLAMATION RECOGNIZING INDIGENOUS PEOPLES DAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, October 12, 1492, marks the beginning of the colonization of Indigenous people that forever changed their destiny; and

WHEREAS, on October 1, 2019, Hays County Commissioners Court voted to change what was once formerly known as Columbus Day to Indigenous Peoples Day; and

WHEREAS, in the year 2021, Hays County celebrates Indigenous Peoples' Day on October 11th; and

WHEREAS, as part of a worldwide effort to provide reparations to indigenous peoples, it is important to recognize and restore the rich culture and history of indigenous peoples and celebrate their presence on these lands long before our nation was formed; and

WHEREAS, the area surrounding the headwaters of the San Marcos River is acknowledged by archeologists as the longest, continuously inhabited site in North America and for over 14,000 years has been the homeland of many Indigenous communities including the Coahuiltecan people who were the original Native Americans in this area; and

WHEREAS, many of the people in this city who are labeled Hispanic or Latino are descendants of the Indigenous people who inhabited this area for thousands of years; and

WHEREAS, the **Indigenous Cultures Institute**, in collaboration with the **Council for the Indigenous and Tejano Community**, is restoring the Indigenous culture and history by celebrating Indigenous People's Day and providing year-round programming for our community; and

WHEREAS, the **Council for the Indigenous and Tejano Community** will host a reception to welcome Central Texas *Danzantes* Community Dancers on October 16, 2021, at the Price Center Lawn in San Marcos; and

WHEREAS, the **Indigenous Cultures Institute** invites Hays County to visit the exhibit, "Napakō": Our Journey, being held at the Price Center in San Marcos from October 2nd to November 27th highlighting programs such as the Sacred Springs Powwow, Indigenous Arts Summer Encounter, Repatriation, Yana Wana's Legend of the Bluebonnet play for youth, Indigenous Cultures Center, Coahuiltecan Language Program, and other works.

NOW, THEREFORE, the Hays County Commissioners Court hereby proclaims the second Monday of October,

INDIGENOUS PEOPLES DAY

a day to recognize and honor this enduring community of Indigenous citizens in Hays County, Texas.

ADOPTED THIS THE 5th DAY OF OCTOBER 2021

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

Now in Our Galleries

FREE – Open Wed – Fri, Noon -5 p.m.; Sat, 10-3*

Brought to you in part through grant funding from the San Marcos Arts Commission

NAPAKŌ: OUR JOURNEY

San Marcos' own Indigenous Cultures Institute (ICI) has created a unique multi-faceted display of photographs, powwow regalia, ceremonial jewelry, videos, and original art to share the story of the Indigenous community in San Marcos, the annual powwow, and Indigenous Arts Summer Encounter. This culturally authentic and stunning exhibit hangs throughout our Parlor and main hallway Oct. 4 through Nov. 27.

The Council for the Indigenous & Tejano Community will host a reception for the Indigenous Cultures Institute in the 1910 room of the Price Center from 11-3 on Oct. 16. Central Texas Danzantes will perform traditional Native American dances in the Price Center Garden from 2-3pm.



EXPLORING OUR ROOTS

Thirty original artworks complete this companion show to our featured ICI exhibit. The selected pieces explore family lore, personal stories, places, and pre-historic connections to one another. From traditional photography, to mixed media, fiber art, and assemblage, the selected works provide a unique take on personal ancestry.

The show hangs Oct. 2 through Nov. 27 in our Garden Room and most of the works are for sale. A portion of any proceeds benefits the Center's ongoing arts efforts.

PRICE  CENTER

SAN MARCOS
ARTS COMMISSION

222 W. San Antonio St., Downtown San Marcos, TX 512-392-2900 price-center.org

**Private rental of certain venues may prevent the viewing of some of the art at times.*

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 October 2021 as National Domestic Violence Awareness Month in Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 5, 2021

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

See attached Proclamation.



**PROCLAMATION DELARING OCTOBER 2021 AS
DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 185 Texans lost their lives due to domestic violence; and

WHEREAS, the problems of domestic violence and teen dating violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year Hays Caldwell Women's Center provided face-to-face services to over 836 local victims of domestic violence and provided 5,105 days of shelter; and

WHEREAS, last year Hays Caldwell Women's Center provided these direct services to 603 victims from Hays County, and

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of October 2021 as

NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

And call upon the people of Hays County to work together with Hays Caldwell Women's Center and local partners to bring an end to domestic violence and teen dating violence.

ADOPTED THIS THE 5th DAY OF OCTOBER 2021

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 by the Hays County Office of Emergency Services to include a recap of the 2021 Preparedness Fair and to announce the winning department for the best overall basket in the Employee Raffle Basket Contest.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Mike Jones

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

A trophy and prize will be presented to the winning department by Director Mike Jones and Emergency Preparedness Coordinator Michelle Villegas.

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

October 5, 2021

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

October 5, 2021

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 August 17, 2021.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

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

Minutes sent to the Court under separate cover.



AUGUST 17, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 17th DAY OF AUGUST A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

Clerk's Note: Due to audio/visual system malfunction, the Invocation, Pledge of Allegiance to the United States and Texas flags and the first public comment from Robert K. Parks were not captured.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Jones gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Robert K. Parks, Chairman for Hays County Republican Party, made a public comment against the location of a voting center in the LBJ building on the Texas State University campus. Pastor Jeff Thompson made public comment on Capital Idea, a scholarship program to Austin Community College for poverty level students. Dale Nave, member of the Board of Directors for P.A.L.S., made public comment for funding Prevent a Litter of Central Texas. He also asked for remembrance of Captain Paul Pena, a graduate of San Marcos Academy, who passed serving in Afghanistan. Teresa Carbajal Ravet, President of League of Women Voters of Hays County, made public comment regarding voting rights and voting center locations. The following public comments were emailed to the court and read by Elaine Cardenas, County Clerk. Mackenzie Acree emailed public comment regarding polling locations. James Wilson emailed public comment regarding polling locations. Jourdan K. Spence emailed public comment regarding polling locations. Congressman Lloyd Doggett emailed public comment regarding polling locations. Christine Lynn Norton emailed public comment regarding polling locations. Karen Smith emailed public comment regarding inmate populations and support of the Public Defender's office. The following two public comments were submitted in person and called upon to read. Rodrigo Amaya made public comment regarding lack of accountability. Dan Lyon made public comment regarding county disbursements.

36713 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

36714 APPROVE PAYMENTS OF JUROR CHECKS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payments of Juror checks. All present voted "Aye." MOTION PASSED.

36715 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of United Healthcare Claims. All present voted "Aye." MOTION PASSED.

36716 APPROVE COMMISSIONERS COURT MINUTES OF JULY 27, 2021 AND AUGUST 3, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve commissioners court minutes of July 27, 2021 and August 3, 2021. All present voted "Aye." MOTION PASSED.



AUGUST 17, 2021

- 36717 AUTHORIZE THE EXECUTION OF THE ANNUAL RENEWAL CONTRACT BETWEEN THE HAYS COUNTY PARKS DEPARTMENT/COUNTYWIDE OPERATIONS AND CHECKFRONT INC. IN THE AMOUNT OF \$8,248.50 FOR THE CONTINUED ACCESS TO THE ONLINE RESERVATION SYSTEMS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of the annual renewal contract between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for the continued access to the online reservation systems. All present voted "Aye." MOTION PASSED.

- 36718 AUTHORIZE PAYMENT TO 4-WAY AUTO, LLC. FOR THE CONSTABLE PCT. 2 OFFICE RELATED TO REPAIRS TO A DODGE RAM 1500 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to 4-Way Auto, LLC. for the Constable Pct. 2 Office related to repairs to a Dodge Ram 1500 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 36719 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF STATE HEALTH SERVICES PUBLIC HEALTH EQUITY PROGRAM IN THE AMOUNT OF \$400,000.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Department of State Health Services Public Health Equity Program in the amount of \$400,000. All present voted "Aye." MOTION PASSED.

- 36720 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES/HAYS COUNTY CERT TO PURCHASE EQUIPMENT THAT WILL ENHANCE THE SUSTAINABILITY OF THE EXISTING CERT TRAILERS AND AMEND THE BUDGET ACCORDINGLY.**

Judge Becerra apologized for the money amount not being listed in the agenda item. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Office of Emergency Services/Hays County CERT to purchase equipment that will enhance the sustainability of the existing CERT trailers and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36721 APPROVE THE TRANSFER OF A 2011 DODGE RAM PICKUP TRUCK FROM THE HAYS COUNTY CONSTABLE PCT. 2 OFFICE TO THE HAYS COUNTY BUILDING MAINTENANCE DEPARTMENT.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the transfer of a 2011 Dodge Ram Pickup truck from the Hays County Constable Pct. 2 Office to the Hays County Building Maintenance Department. All present voted "Aye." MOTION PASSED.

- 36722 AUTHORIZE THE CONSTABLE PCT. 1 OFFICE TO PURCHASE ONE REPLACEMENT SX LEVEL 3A BULLET PROOF VEST VALUED AT \$880.00.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Constable Pct. 1 Office to purchase one replacement SX Level 3A Bullet Proof Vest valued at \$880.00. All present voted "Aye." MOTION PASSED.

- 36723 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF BGE, INC. TO PROVIDE LONG RANGE PLANNING FOR YARRINGTON ROAD BETWEEN STATE HWY 21 AND IH35; AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

Jerry Borcharding, Transportation Director and Commissioner Ingalsbe provided clarification on the location. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the selection of BGE, Inc. to provide long range planning for Yarrington Road between State Hwy 21 and IH35; and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.



AUGUST 17, 2021

- 36724 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS AND ACCEPT THE 2-YEAR MAINTENANCE BOND #4438044MNT IN THE AMOUNT OF \$30,833.58 FOR ANTHEM SUBD., PHASE 1B.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept road construction & drainage improvements and accept the 2-year maintenance bond #4438044MNT in the amount of \$30,833.58 for Anthem Subd., Phase 1B. All present voted "Aye." MOTION PASSED.

- 36725 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL NO. 9 IN THE AMOUNT OF \$5,989.30 TO THE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTANT (GEC)/PROGRAM MANAGEMENT SERVICES BETWEEN HAYS COUNTY AND HNTB CORPORATION FOR THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(4).**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute Supplemental No. 9 in the amount of \$5,989.30 to the Professional Services Agreement for General Engineering Consultant (GEC)/Program Management services between Hays County and HNTB Corporation for the Hays County/Tx_dot Partnership Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36726 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE SUBDIVISION AND SITE IMPROVEMENT BOND NO. ES00007788 IN THE AMOUNT OF \$350,046.72 FOR DRAINAGE, STREET, AND EROSION CONTROL IMPROVEMENTS IN THE HEADWATERS AT BARTON CREEK SUBDIVISION, PHASE 5, SECTION 1.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the Subdivision and Site Improvement Bond No. ES00007788 in the amount of \$350,046.72 for drainage, street, and erosion control improvements in the Headwaters at Barton Creek Subdivision, Phase 5, Section 1. All present voted "Aye." MOTION PASSED.

- 36727 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE DEMOLITION AND REPLACEMENT OF SHOWER STALLS AND RESTROOM PARTITIONS WITHIN THE EXISTING PORTION OF THE JAIL FACILITY AS PART OF THE JAIL EXPANSION PROJECT.**

Commissioner Ingalsbe stated this work needs to be done to be in compliance with the Texas Jail Standards. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the demolition and replacement of shower stalls and restroom partitions within the existing portion of the Jail Facility as part of the Jail Expansion Project. All present voted "Aye." MOTION PASSED.

- 36728 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DONNOE & ASSOCIATES, INC. FOR THE CREATION OF TEST EXAM BOOKLETS AND QUESTIONNAIRES FOR THE PROMOTIONAL EXAMS AT THE SHERIFF'S OFFICE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Donnoe & Associates, Inc. for the creation of test exam booklets and questionnaires for the promotional exams at the Sheriff's Office. All present voted "Aye." MOTION PASSED.

- 36729 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DR. JAN FORD MUSTIN TO PERFORM PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS.**



AUGUST 17, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Jan Ford Mustin to perform pre-employment psychological evaluations. All present voted "Aye." MOTION PASSED.

36730 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DR. STEVEN A. LOGSDON, PH.D. TO PERFORM PRE-EMPLOYMENT PSYCHOLOGICAL EVALUATIONS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Steven A. Logsdon, Ph.D. to perform pre-employment psychological evaluations. All present voted "Aye." MOTION PASSED.

36731 DISCUSSION AND POSSIBLE ACTION TO CREATE THE HAYS COUNTY SALARY GRIEVANCE COMMITTEE FOR THE REMAINDER OF THE FISCAL YEAR PURSUANT TO CHAPTER 152 OF THE LOCAL GOVERNMENT CODE.

Mark Kennedy, General Counsel, spoke on the options for choosing a committee and the role of the committee. Judge Becerra recommended pulling all members from the grand jury pool. Commissioner Shell suggested pulling at least 30 names. Mark Kennedy stated the names must be pulled at random and announced. He stated he will place this item on the agenda for next week to draw names. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to create the Hays County Salary Grievance Committee using non-elected members of the jury panel for the remainder of the fiscal year Pursuant to Chapter 152 of the Local Government Code. All present voted "Aye." MOTION PASSED.**

36732 DISCUSSION AND POSSIBLE ACTION TO ORDER A SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2021; AND TO APPROVE EARLY VOTING SCHEDULE & LOCATIONS AND ELECTION DAY LOCATIONS FOR THE SPECIAL ELECTION CALLED BY THE GOVERNOR TO VOTE ON CONSTITUTIONAL AMENDMENTS.

Samuel "Trevor" Newman, President of College Democrats at Texas State, made a public comment in favor of keeping the polling center at the LBJ Student Center. Mark Trahan, Faculty at Texas State University and Hays County Democratic Chair, spoke on his attempt to begin a phone conversation with Republican Chair, Robert K. Parks, regarding polling locations. He also made comment on research he conducted regarding polling sites at Texas State University. Brandon Oles, President of Veterans Alliance at Texas State University, spoke in favor of keeping the voting center at the LBJ Student Center. Lewis Bowden, Senior at Texas State University, made public comment in favor of keeping the voting center at the LBJ Student Center. The following public comments were emailed to the court and read by Elaine Cardenas, County Clerk. Jeff Kaufman emailed public comment in favor of keeping the voting center at the LBJ Student Center. Diann McCabe emailed public comment in favor of keeping the voting center at the LBJ Student Center and adding an additional center. College Democrats at Texas State, First-Gen, Low Income Partnership at Texas State, Hip Hop Congress, Interruptions, Lambda OF Texas State, Robert F. Kennedy Young Leaders OF Texas State, Student Community of Progressive Empowerment at Texas State, Texas Rising Chapter at Texas State and Young Democrats at Texas State emailed public comment in favor of keeping the voting center at the LBJ Student Center. C.J. Cetina emailed public comment in favor keeping the voting center at the LBJ Student Center. Ana M. Juarez emailed public comment in favor keeping the voting center at the LBJ Student Center. Jennifer Anderson, Elections Administrator, called on Dr. Christina Hernandez, Vice President of Student Affairs at Texas State University, to speak to the court virtually via Teams. Dr. Hernandez stated they are prepared to move back to the LBJ Student Center. Jennifer Anderson recommended use of the LBJ Student Center. Judge Becerra reviewed several concerns expressed by previous speakers that Dr. Hernandez helped provide answers to, including ADA Compliance, parking passes and whether this meets election code. Commissioner Ingalsbe stated she contacted Texas State to ask about parking and found there is a parking validation sticker program. Jennifer Anderson stated her office is adamant they are going to run fair elections. Commissioner Ingalsbe stated she supports the list, as provided in the backup. Commissioner Shell questioned the curbside process. Commissioner Smith stated he would like to have further discussions using the LBJ Student Center. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to order a Special Election to be held on November 2, 2021; and to approve Early Voting schedule & locations and Election Day locations for the Special Election called by the Governor to vote on Constitutional Amendments. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell and Judge Becerra voted "Aye." Commissioner Smith voted "No." MOTION PASSED.**



AUGUST 17, 2021

11:00 A.M. - BUDGET WORKSHOP REGARDING THE FY 2022 HAYS COUNTY BUDGET. POSSIBLE ACTION MAY FOLLOW.

Judge Becerra opened the public hearing at 11:03 a.m. Samantha Benavides made public comment in favor of funding a Public Defender office. Jordan Buckley made public comment in favor of funding a Public Defender office. Eric Martinez made public comment in favor of funding a Public Defender office. Dan Lyon made public comment on county debt and the FY22 proposed budget. Wes Mau, District Attorney, withdrew his request for additional attorneys and staff to fill the new district court which will go into effect 9/1/2022. He addressed his concerns with the current staff and the turnover experienced due to better pay elsewhere. He requested a retitle and regrade for several positions. He stated that Victim Services is under incredible pressure and needs positions filled soon. Jerry Borcharding, Transportation Director, requested regrading of positions. He requested additional funds needed to complete projects including the need for consultants and materials. He stated the total amount submitted was incorrect. Commissioner Jones asked if a tax rate increase would help cover these costs and Jerry Borcharding answered yes. Marcus Pacheco, Director of Development Services, gave a presentation to the court. He stated Hays County is ranked the highest county in the State of Texas in terms of percentage population and we have seen an increase of 53% since 2010. He requested 7 vehicles in the enterprise program to allow inspectors to perform daily operations and additional personnel. Andrew Cable, Justice of the Peace, Precinct 3, spoke on the need for a stipend for Spanish speakers. He asked for movement within the range of the current grades for his staff. Lucinda Doyle, Justice of the Peace, Precinct 5, asked to amend her budget submission to allow movement within the range of the current grades for her staff. Elaine H. Cardenas, County Clerk, asked for one of two positions granted to begin on October 1, 2021. She asked for a regrade of the AAIL positions, to replenish the supplies budget, and maintain the continuing education budget. Daniel O'Brien, County Court at Law Judge # 3, requested an increase within the range of the current grades for staff as well as the creation of new positions for the new specialty courts. Mike Jones, Director of Emergency Services, stated the figure given to maintain memberships, fees and bonds is less than submitted. He reviewed the requested funds for a Hazmat vehicle. Commissioner Smith stated as part of the 2016 Road Bond, funds were allotted for the Hazmat vehicle and to coordinate with the Roads Department to save money in his budget. Mike Jones also requested a Deputy Fire Marshall. Michael Torres, Constable Precinct 2, requested a new deputy and new computers. He also asked for a regrade for a Justice Clerk to Justice Administrator. Beverly Crumley, District Clerk, requested a new employee to service the new court that will be established in 2022. She stated it would be acceptable for the position to begin in April of next year. Jenifer O'Kane, Tax Assessor and Collector, thanked the court for including two new CSRs requested by her office. She stated she supported the Spanish speaking stipend. She requested a regrade for the Chief Deputy from 114 to 117. She also requested a movement within the range of the current grade for her Accountant. Jeff McGill, Director of I.T., requested new personnel to help with the heavy workload. Commissioner Smith thanked Jeff McGill for conducting thorough research and providing an analysis. Jeff McGill stated the lead position should have been submitted as a 115, not a 114 since it will have some supervisory roles. Brett Littlejohn, Administrator of the Juvenile Center, expressed the rising need and concern for the youth served at the Juvenile Center. He requested a new Mental Health Counselor to help the youth in need of evaluations and treatment. Vickie Dorsett gave a recommendation of starting at 10:00 am for next week's budget workshop. No action taken.

Clerk's Note: Executive Session began at 1:58 p.m. and resumed back into open court at 3:15 p.m.

36733 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY ASSOCIATED WITH THE POSAC-RECOMMENDED 2020 PARKS AND OPEN SPACE BOND PROJECTS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Commissioner Shell stated this is needed to assist the conservation buyers in securing financing for the acquisition of the fee simple interest in the property, and we anticipate that Hays County will negotiate terms of its property interests before end of calendar year. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize general counsel to execute a letter of intent, on behalf of Hays County, regarding property commonly known as "Presa Grande" and located along Hilliard Road, in Precinct 3, as discussed in Executive Session. All present voted "Aye." MOTION PASSED.**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, USE AND/OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY LOCATED AT OR NEAR CLOVIS BARKER RD, SAN MARCOS IN PCT. 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.



AUGUST 17, 2021

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to authorize Commissioner Ingalsbe to execute a license agreement between Hays County and Hill Country Cook-Off Association, related to temporary use (Sept. 3-5, 2021) of the county's property on Clovis Barker Drive in Precinct 1. Commissioner Shell, Commissioner Jones and Commissioner Smith voted "No." Commissioner Ingalsbe and Judge Becerra voted "Yes." MOTION FAILED.

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL RELATED TO LOCAL AUTHORITY UNDER THE GOVERNOR'S EXECUTIVE ORDERS FOR COVID-19. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

36734 DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Judge Becerra stated the fire marshal has recommended no burn ban. Commissioner Smith clarified that the permit referenced last week is a voluntary permit. **A motion was made by Commissioner Smith, seconded by Judge Becerra to clarify and confirm that citizens of Hays County will not be required to seek a mandatory permit from county agents in order to perform outdoor burning during times when there is no burn ban. All present voted "Aye." MOTION PASSED.**

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 607, with a peak of 616 for the week of August 8, 2021. The estimated cost for outsourcing inmates this week was \$69,240.00. The average number of outsourced males is 165 and females is 0. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, and Guadalupe. No action taken.

Clerk's Note Agenda Item #27 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.

Clerk's Note Agenda Item #28 RE: UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. – WAS PULLED.

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 3:18 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on AUGUST 17, 2021.



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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the October 15, 2021 payroll disbursements in an amount not to exceed \$3,350,000.00 effective October 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the October mid month payroll disbursements not to exceed \$3,350,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a renewal agreement for \$6,112.80 with West Thompson Reuters for legal print resources in the Hays County Law Library, County Courts at Law, and District Courts with funds budgeted for FY2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$6,112.80

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Melody Barron, Hays County Law Librarian	INGALSBE	N/A

SUMMARY

Submitted for the Commissioners Court consideration is a renewal subscription agreement for the Law Library, County Courts at Law, and District Court offices. The 2-year agreement locks in current prices with a flat monthly rate and includes all subscriptions and updates published by the vendor during the 2-year term. The contract consists of an 8% yearly increase. Per Section 323.023 of the Texas Local Government Code, Law Library funds are for purchasing electronic research and print materials for use by Judges, patrons, and County residents representing themselves in legal matters. The Law Library currently subscribes to print resources from Thomson Reuters and respectfully requests the Court's consideration to renew an agreement for the listed titles. The FY 2022 Law Library fund budget includes the required funding for the agreement.

Attachment: Thomson Reuters Print Order Form

084-690-00.5213: Books and Periodicals \$6,112.80

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000

**THOMSON REUTERS™**

<u>Check West account status below as applicable:</u>		Rep Name & Number Charles Kleven 6037067		*** R E Q U I R E D ***				
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)						
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)						
Acct #	1000367313	Quote #		PO #		Date	09/15/2021	I F N E E D E D
Name/Subscriber	Hays County Law Library			Bill To Acct #	1000367313			
Order Confirmation Contact Name	Melody Barron							
E-Mail	melody.barron@co.hays.tx.us							
Westlaw Password Contact Name (for password delivery)								
E-Mail								
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>		Additional Ship To <input type="checkbox"/>		Additional Bill To <input type="checkbox"/>		I F N E E D E D
Name				Attn:				
Address				Suite/Floor				
City		State		County		Zip		
West Complete Print								

Program ID: WCMP

Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			\$509.40	24

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

	West Complete Print Renewals	
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Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete			

Notes:

DIR-LGL-CALIR-02

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

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

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6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

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- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature **X** _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

Monthly Pricing Attachment to Order Form



THOMSON REUTERS™

Monthly Pricing for New/Service Products										
Material #	Product/Service Name	Year 1	Year 2		Year 3		Year 4		Year 5	
		Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge
40666420	WCMP	\$ 509.40	8.00%	\$550.15						

Monthly Pricing for Renewal/Service Products										
Material #	Product/Service Name	Year 1	Year 2		Year 3		Year 4		Year 5	
		Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge

Addendum to Order Form
For West Complete and Assured Print Pricing Orders

Subscriber: Hays County Law Library

Account #: 1000367313

For the product(s) listed below, the language on the Order Form pertaining to the end of the Minimum Term and/or Renewal Term will not be applicable to you and is replaced with the following:

Your subscription will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Applicable Product(s): West Complete

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Accepted By _____

Title _____

Date _____

Subscriber

Signed _____

Name (please print) _____

Title _____

Date _____

For Internal Office Use Only

No Cust Initial req on Post Min Term

Chk Addend Sign

Chk OutCl Box per sub

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 a subscription agreement for \$18,954.00 for the LexisNexis Digital Library with Overdrive for use by Hays County Law Library patrons with funds budgeted for FY2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$18,954.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Melody Barron, Hays County Law Librarian	INGALSBE	N/A

SUMMARY

Respectfully submitted for the Commissioners Court consideration and approval is a subscription agreement with LexisNexis for the LexisNexis Digital Library, Overdrive, and matching print resources. The subscription agreement is for one year only to allow the Law Librarian to evaluate the platform's usage and determine if the future agreements should include or exclude content. The FY 2022 Law Library fund budget includes the required funding for the agreement. The \$18,954.00 includes \$14,242 for the e-books, \$4,000 for the Overdrive platform, and \$712 for matching print shipping and handling fees.

The subscription will provide residents of Hays County access to secondary legal research resources, drafting guides, and forms outside of the Law Library, 24 hours a day, seven days a week. Secondary sources are materials that discuss, explain, and analyze the law. Secondary sources help patrons learn about an area of law and provide citations to relevant statutes and cases. The subscription agreement includes legal forms and information books covering litigation, civil, family, probate, and criminal law.

Currently, the Law Library has temporary access to a database off-site due to COVID-19 to reduce the number of patrons in the Library. Without this temporary access, patrons must physically visit the Law Library, located in the Hays County Government Center in San Marcos, to utilize print or legal databases. Patrons face several limitations, such as that the resources are only available on-site and during a weekday and business hours. The LexisNexis Digital Law Library will enable patrons to access legal research materials at the most convenient location, day, and time for their research. For patrons without computer access, a phone app will be available for use on smartphones.

Per Section 323.023 of the Texas Local Government Code, Law Library funds are for purchasing electronic research and print materials for use by Judges, attorneys, and County residents representing themselves in legal matters. These materials will be accessible to county employees, attorneys, and Hays County residents.

Attachments:

LexisNexis Digital Library Proposal, Order Form, Sole-Source Provider Letter, and Information Sheet

084-690-00.5213: Books and Periodicals \$18,954.00



AALL NEW PRODUCT AWARD—LexisNexis® Digital Library
2020



LEXISNEXIS® DIGITAL LIBRARY

Proposal for Hays County Law Library

Submitted by:

Paige Hren, Esq., LexisNexis Digital Library Specialist

949-212-7655

Paige.Hren@lexisnexis.com

September 15th, 2021



This proposal includes data that shall not be disclosed outside the Hays County Law Library and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc. © 2020 LexisNexis.

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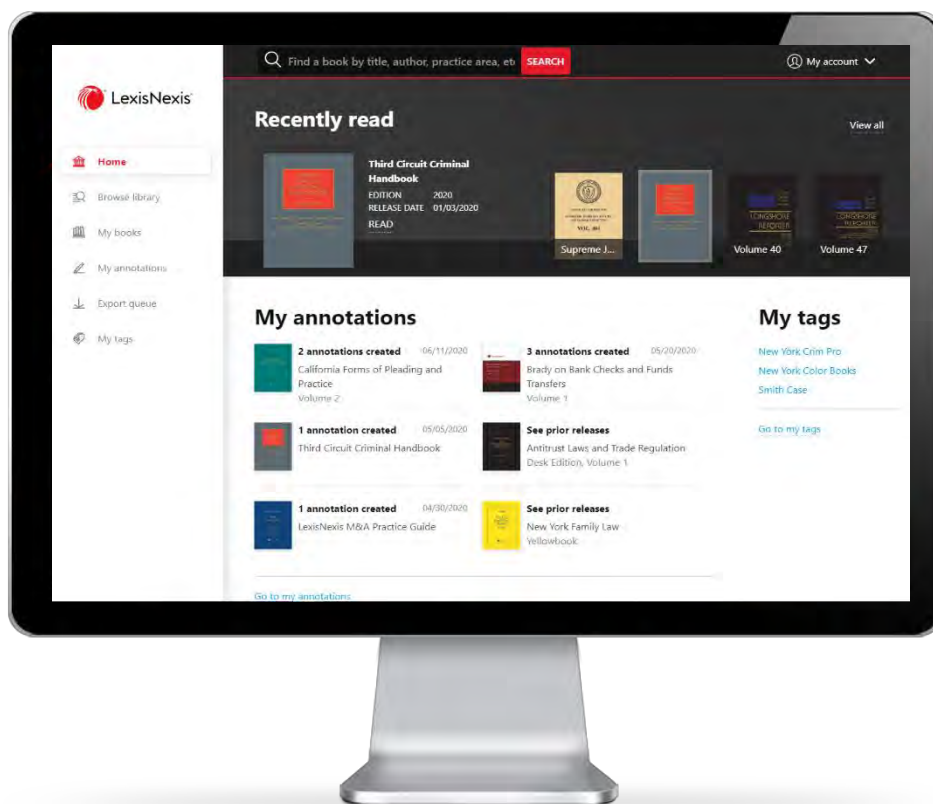
- Attached Separately:**
- Table 1: Pricing Table
 - Appendix A: Digital Library and Print Riders


LexisNexis DIGITAL LIBRARY

LexisNexis is pleased to offer the Hays County Law Library electronic book (eBook) access to LexisNexis print materials on the LexisNexis Digital Library platform. LexisNexis and OverDrive®, the leading digital reading platform for 43,000 libraries and schools worldwide, have joined forces to provide this unique law library solution. Through this innovative platform, LexisNexis provides enhanced eBook usability for researchers, centralized purchasing capabilities, and improved collection management analysis and support.

Our eBooks empower legal professionals with trusted, authoritative content accessible anytime, anywhere, on desktop or mobile devices. LexisNexis eBooks can be downloaded for offline reading or read conveniently in any modern browser. Additionally, LexisNexis eBooks include workflow improvement features such as passage copying with embedded citations, highlighting, annotating, defining and translating eBook text, bookmarking pages, as well as active linking to LexisNexis Advance to foster a seamless transition from book research to online resources.

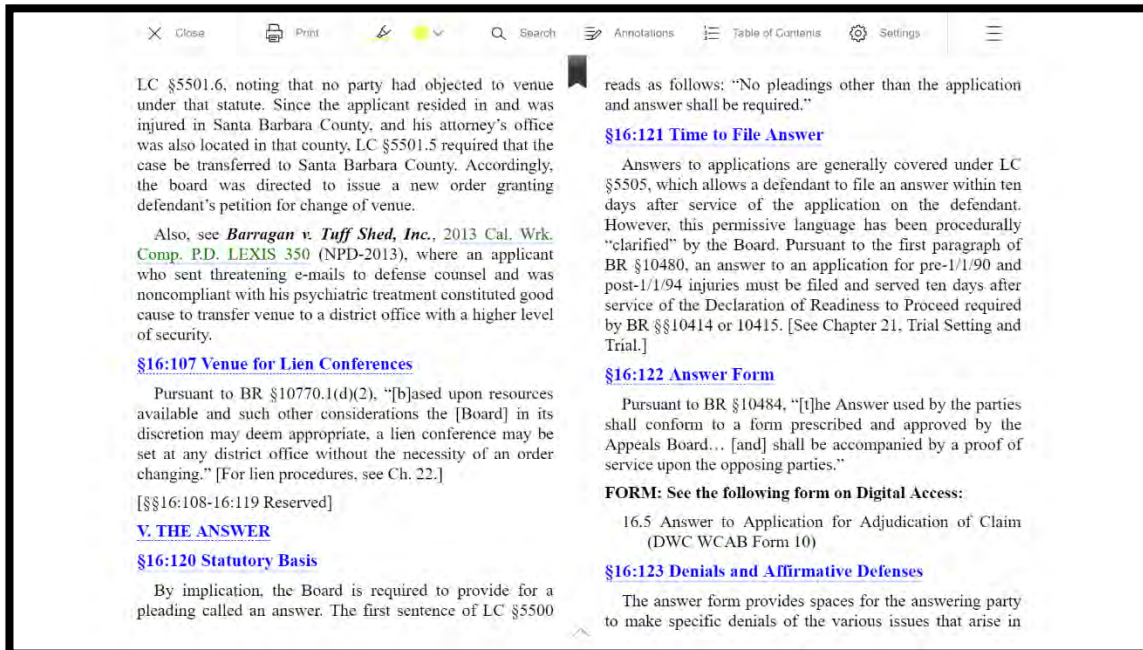
The LexisNexis Digital Library's enterprise-wide platform includes a branded primary website and a mobile optimized site to browse, read, and download eBooks. Because access to the LexisNexis Digital Library is web-based, no additional hardware or software is needed.




 **Above: Sample LexisNexis Digital Library.** Hays County Law Library's users will be able to easily browse, select and begin reading LexisNexis eBooks via an easy-to-navigate web portal similar to the demonstration site shown here.

Subscription Features

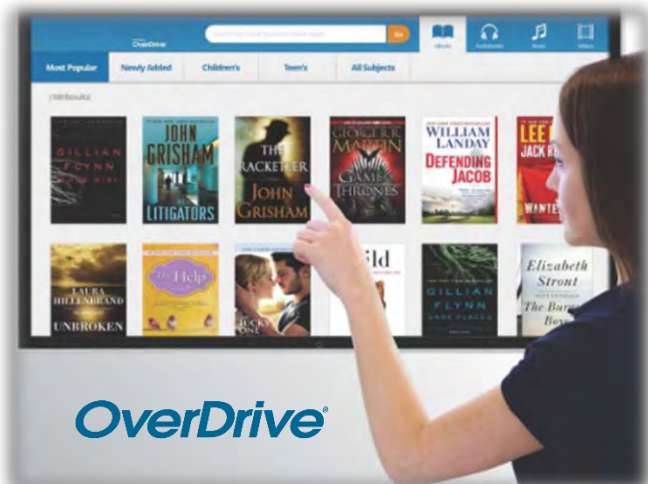
Hays County Law Library patrons and researchers will have 24/7 access to the LexisNexis eBooks subscribed to on the LexisNexis Digital Library. All LexisNexis-published digital titles will be made available with unlimited copies so that multiple researchers can utilize the same titles and volumes simultaneously.



 **Above: Sample LexisNexis eBook.** Users will benefit from a portable, print-like reading experience enhanced with in-eBook linking for easier navigation.

Third Party Publisher Content

In addition to the LexisNexis eBooks subscribed to via this program, the LexisNexis Digital Library provides support for hosting titles from other publishers that can be purchased separately and at the Hays County Law Library's discretion.



MOBILE ACCESS



Remarkable mobile access

In today's increasingly virtual legal world, professionals need fast, fingertip access to critical legal research. Offering leading-edge responsive design, LexisNexis Digital Library delivers like no other research system. Research at home, in the courtroom, or anywhere else your work takes you—anytime, on any device with the LexisNexis Digital Library.

Hays County Law Library's researchers will get the same exceptional experience across tablets, smartphones and laptops.

What is responsive design?

It means that regardless of the size of your viewing screen – desktop monitor, laptop, tablet or smartphone – LexisNexis Digital Library

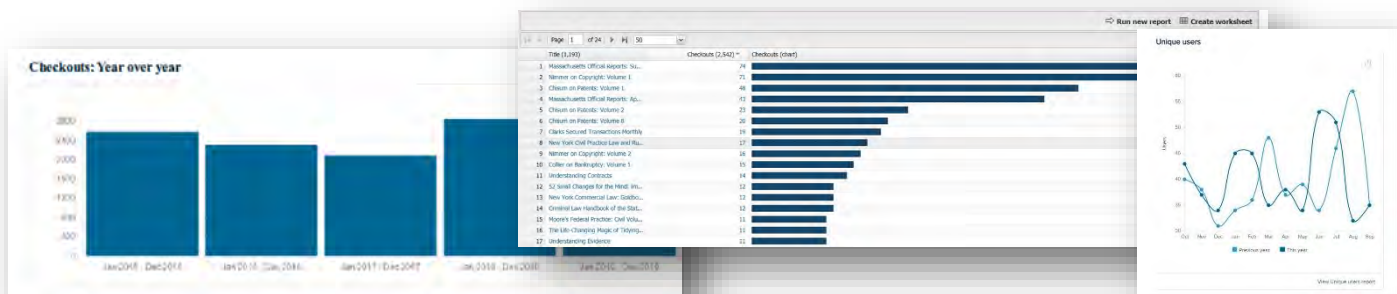
automatically adapts to fit it. It's smart Web design that provides you with an optimal viewing experience – easy reading and navigation with a minimum resizing or scrolling – across a wide range of devices. However or wherever you conduct legal research, the look and feel stays the same, regardless of the screen size – guaranteeing you a consistent experience.

Convenient Mobile App for Easier Offline Reading

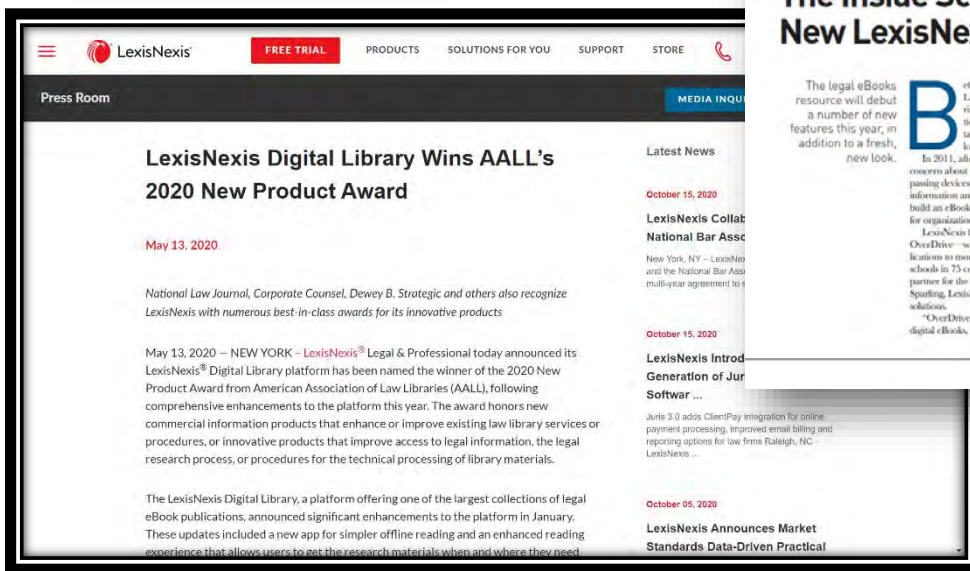
If Hays County Law Library's researchers need to work on the go or download eBooks for offline reading, there's also the LexisNexis Digital Library app that is compatible with iOS® and Android™ devices. Any notations and highlights you add will sync up automatically the next time you connect online.

OverDrive® Marketplace™ Analytics

The LexisNexis Digital Library also provides capabilities for program administrators to monitor usage to optimize collection selection. Make informed collection management decisions with OverDrive Insights, track circulation, user traffic and more to ensure maximum value from your Digital Library eBook collection.



Recent Awards & Recognition



Training & Customer Support

LexisNexis sets itself apart from competitors with our superior customer and technical support and personalized training.

When it comes to technical and customer support, the Hays County Law Library will have a reliable, trusted team of three experts available to service your LexisNexis Digital Library and Print accounts. This includes your Overdrive Account Manager, your LexisNexis Digital Media Consultant, and your LexisNexis Client Manager.

Additional support for the LexisNexis Digital Library is available through our dedicated toll-free number, the [LexisNexis Digital Library Support & Training](https://www.lexisnexis.com/digitallibrarysupport) site, or via email at DigitalLibrarySupport@lexisnexis.com.

Introducing your LexisNexis® and OverDrive® account team.

- **OverDrive** builds your customized Digital Library solution, conducts OverDrive Marketplace training/support and adds any other publisher materials available through OverDrive that you may subscribe to.
- Your **LexisNexis Digital Media Consultant (DMC)** will help with launch initiatives, share resources to drive awareness and usage, notify you of product enhancements, and support training needs.
- Your **LexisNexis Client Manager (CM)** will assist you with content needs, billing/invoicing questions and other account maintenance activities.

Pricing

LexisNexis is pleased to offer Hays County Law Library the LexisNexis eBook collection via the LexisNexis Digital Library platform, as well as corresponding print titles, all attached as Appendix A. Pricing is listed in Table 1 below. This offer is based on Hays County Law Library's currently subscribed quantities of these LexisNexis print titles as of March 4, 2021.

Digital Titles - Copies

Due to Hays County Law Library's current subscription rates, LexisNexis will provide Simultaneous Use access for the titles listed as UNL in Appendix A for staff, county employees, and in-library patrons. This Simultaneous Use access will allow an unlimited number of researchers to access and use these titles and volumes concurrently.

Print Titles - Copies

The 100% "Matching Discount" for LexisNexis-published print copies duplicated in the Digital Library is applied to 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based (any fractional quantities are rounded). The quantities and selections of print titles that would qualify as "Matching Print" is listed in the column entitled "Maximum Matching Print Quantity" in Appendix A. Any additional copies you elect to purchase will be priced at then-current upkeep prices minus any discounts you may have been receiving in acknowledgement of your LexisNexis online contract on such titles immediately before signing the LexisNexis Digital Library agreement.

Application Services

The Digital Library platform itself, which provides administration ease via seamless filing and updating, circulation analytics and other valuable features that enhance the benefits that Hays County Law Library will realize from LexisNexis eBooks, and priced as the "Application Services Fee" in Appendix A. This pricing has been made in recognition of the LexisNexis proposal as a whole.

Table 1
LexisNexis Digital Library & Print-Only Pricing Table for Hays County Law Library

DIGITAL LIBRARY PLUS FREE MATCHING PRINT	YEAR 1
LexisNexis Digital Library eBook Titles (Rider 1) with free matching print* (free print is optional) (0% contract increase Year 1)	\$14,242
Overdrive Platform Fee	\$4,000
Total	\$18,242

*If Hays County Law Library chooses to receive the optional free matching print, annual S&H of free print is fixed at 5% of Rider 1 total: Example:
Year 1 S&H = \$712

Appendix A

Digital Library Rider (Rider 1)

Maximum Matching Print QTY = Number of free copies the library will receive in print
UNL = Unlimited simultaneous access

Rider 1: Digital Library eBooks for Hays County Law Library

rider created 9/7/2021 18:43

Pub	eBook ISBN	eBook Title	QTY_	Year 1	Year 2	Year 3	Maximum Matching Print Qty
45890	9781663301765	Texas Annotated Criminal Code	UNL	\$214	\$220	\$227	1
00712	9781579118280	Texas Criminal Practice Guide	UNL	\$4,775	\$4,918	\$5,066	1
00719	9780327173267	Texas Litigation Guide	UNL	\$8,626	\$8,885	\$9,151	1
07184	9781949517804	Texas Criminal Forms	1	\$219	\$226	\$232	NA
07189	9781949517651	Texas Criminal Jury Charges	1	\$219	\$226	\$232	NA
07194	9781949517538	Texas Probate Forms and Procedures	1	\$189	\$195	\$201	NA
Grand Total				\$14,242	\$14,669	\$15,109	

Print-Only Titles (Rider 2)

N/A (all titles are available on the Digital Library)

"Subscriber" (or "You" or "Your", in uppercase or lowercase): Hays County Law Library	"LN" (or "We" or "Us"): LexisNexis, a division of RELX Inc.
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You agree to purchase or license from Us, the LN products and services elected below (each a **"Publication Service"**). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms.

1. TERM

- 1.1. The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Committed Period") (check the appropriate one for each Year):

"Year 1":	<input checked="" type="checkbox"/> 12 months after Year 1 Start Date	or <input type="checkbox"/>	to	
"Year 2":	<input type="checkbox"/> the 12 months immediately following Year 1	or <input type="checkbox"/>	to	or <input type="checkbox"/> N/A;
"Year 3":	<input type="checkbox"/> the 12 months immediately following Year 2	or <input type="checkbox"/>	to	or <input type="checkbox"/> N/A;
"Year 4":	<input type="checkbox"/> the 12 months immediately following Year 3	or <input type="checkbox"/>	to	or <input type="checkbox"/> N/A;

(collectively, the **"Term"**).

- 1.2. "Start Date" is a defined term that applies when a Digital Library is ordered, and is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.
- 1.3. This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. LEXISNEXIS DIGITAL LIBRARY SERVICE AND COMMITMENT

- 2.1. During the Term, LN grants you the right to access the Digital Library and the Digital Library eBooks for use on your Authorized Users' computers and supported mobile devices. Authorized User has the meaning set forth in the Pub Svcs. Terms. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.
- 2.2. LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly or annually for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks).
- 2.3. During the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
			\$18,242 (eBooks & Application Service Fee)
	\$14,242 (eBooks)	\$4,000 (Application Service Fee)	\$712 (S/H on Rider 1 matching free print)
			Tax not included
Year 1			
Year 2			
Year 3			
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

- 2.4. Digital Library eBook titles shall be set to allow an unlimited number of users within your organization to access titles or volumes within them ("Simultaneous Access").

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded and some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

- 2.5. **"Matching Print"** is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Your **Matching Discount** is 100% and may be applied on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced

at then-current upkeep prices minus any discounts you may have been receiving on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ALM, some state code titles and certain other licensed publications may be excluded from one or both of these models. For further details, please ask your representative.

- 2.6. LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of **\$0 for Service Subscriptions and \$0 (Estimated) for Non-Service Subscriptions** for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 3% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).
- 3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT**
- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "**Preferred Customer**" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("**Permitted Adjustments**"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
 - You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
 - Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous access entitlement. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "**Threshold Spend**" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.
- 4. CONFIDENTIAL INFORMATION**
This Agreement contains confidential information, including pricing information, of LN (the "**Confidential Information**"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.
5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

"Subscriber": Hays County Law Library	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
"Signature Date":	
Number of Authorized Users for Digital Library:	Public Law Library

Maximum Matching Print QTY = Number of free copies the library will receive in print
UNL = Unlimited simultaneous access

Rider 1: Digital Library eBooks for Hays County Law Library

rider created 9/7/2021 18:43

Pub	eBook ISBN	eBook Title	QTY	Year 1	Year 2	Year 3	Maximum Matching Print Qty
45890	9781663301765	Texas Annotated Criminal Code	UNL	\$214	\$220	\$227	1
00712	9781579118280	Texas Criminal Practice Guide	UNL	\$4,775	\$4,918	\$5,066	1
00719	9780327173267	Texas Litigation Guide	UNL	\$8,626	\$8,885	\$9,151	1
07184	9781949517804	Texas Criminal Forms	1	\$219	\$226	\$232	NA
07189	9781949517651	Texas Criminal Jury Charges	1	\$219	\$226	\$232	NA
07194	9781949517538	Texas Probate Forms and Procedures	1	\$189	\$195	\$201	NA
Grand Total				\$14,242	\$14,669	\$15,109	

Publications without Matching Discount SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>1st Year Renewal Price</i>
First Year Service Subscription Total						\$ -

Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>Est. No. of Updates/Yr</i>	<i>Est. Y1 NS List Upkeep Cost Per</i>	<i>QTY</i>	<i>Est. Y1 NS Extended Cost</i>
Est. First Year Non-Service Subscription Total									\$ -



**LexisNexis Digital Library Additional Access
Methods Addendum for State Government and
Public Law Libraries**

"Subscriber": Hays County Law Library

"LN": LexisNexis, a division of RELX Inc.

This LexisNexis Digital Library Additional Access Methods Addendum ("Addendum") amends and supplements the terms of the LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"). The parties agree to the following:

A. Definitions of Authorized Users and Restricted Access Users

The definition of "Authorized Users" in DLMYP 2.1 is hereby revised to refer to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (3) Guest Access Users, and (4) Restricted Access Users.

"Guest Access Users" is hereby defined as those users accessing the LexisNexis Digital Library on a terminal provided by Subscriber or on Guest Access Users' laptops or mobile devices.

"Restricted Access Users" is hereby defined as Subscriber's other legal professional library patrons that do not fall into another category mentioned in the definition of Authorized Users.

B. Authentication Types and Lending Privileges Permitted

The following authentication types and borrowing privileges are permitted for each Authorized User type below, and Subscriber shall enforce these permissions. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of these terms.

Subscriber's Authorized User Type	Authentication Type	Borrowing Privileges
Employees, temporary employees and/or contractors	ID and Password or other LN-authorized, individually identifying authentication method	<ul style="list-style-type: none">Number of eBooks that can be checked out at one time and permitted checkout length are at Subscriber's discretion, subject to any system limitations
Guest Access Users	IP address that is only accessible from within the library's physical building	<ul style="list-style-type: none">Lending periods of one (1) day maximum are permitted.Only one eBook at a time may be checked out by a Guest Access User.
Restricted Access Users	ID and Password	<ul style="list-style-type: none">Lending periods shall be no shorter than seven (7) days.Only one eBook at a time may be checked out by a Restricted Access User.

C. General Terms

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber": Hays County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber	
Signature:	_____
Printed Name:	_____
Job Title:	_____
Date:	_____

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER ACCEPTS THIS ADDENDUM BY SIGNING ABOVE. LN ACCEPTS THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM.

**"Subscriber":** Hays County Law Library**"LN":** LexisNexis, a division of RELX Inc.

This Alliance Supplemental Terms Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Order for LexisNexis DL and/or MYPA between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. American Bar Association ("ABA")

ABA Publications are excluded from (i) any incentives, discounts, and promotions (e.g., New Business Incentives, Matching Discounts, etc.) other than the quantity discount applied on the Alliance Rider and (ii) any Non-Digital Library Publication offerings (e.g., single-user, single-copy eBooks, print or other media).

B. American Lawyer Media ("ALM")

ALM Publications are excluded from (i) any incentives, discounts, and promotions (e.g., New Business Incentives, Matching Discounts, etc.), and (ii) any Non-Digital Library Publication offerings (e.g. single-user, single-copy eBooks, or other media).

C. James Publishing ("James")

James Publications are excluded from any Non-Digital Library Publication offerings (e.g., single-user, single-copy eBooks, print or other media).

D. Carolina Academic Press ("CAP")

CAP Publications in print are (for agreements after December 31, 2015) excluded from the academic and library programs of colleges, universities and law schools (the "Academic Market"). CAP Publications are excluded from Matching Discounts in the Academic Market. CAP publications in print are excluded from New Business Incentives in all markets.

E. American Health Lawyers Association ("AHLA")

AHLA Publications are excluded from (i) New Business Incentives and (ii) any Non-Digital Library Publications offerings (e.g., single-user, single-copy eBooks, print or other media).

F. Florida Bar ("FL Bar")

FL Bar Publications are excluded from (i) New Business Incentives and (ii) any Non-Digital Library Publications offerings (e.g., single-user, single-copy eBooks, print or other media).

G. General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by

"Subscriber": <u>Hays County Law Library</u>	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	_____
Printed Name:	_____
Job Title:	_____
Date:	_____

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.



"Subscriber": Hays County Law Library

"LN": LexisNexis, a division of RELX Inc.

This LexisNexis Digital Library and Multi-Year Print Subscription Addendum ("Addendum") amends and supplements the terms of LexisNexis Digital Library and/or Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

This Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS in the United States regardless of the law that might otherwise apply under applicable principles of conflicts of law. Any confidentiality obligations shall be performed to the extent permitted by law.

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals, or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

This Addendum does not bind either party until it has been accepted by both parties. You may accept this Addendum by signing below. LN may accept this Addendum by providing access to the products referenced herein or otherwise initiating its performance under this Addendum.

Agreed to and accepted by:

"Subscriber": Hays County Law
Library

[MUST BE COMPLETED BY SUBSCRIBER]

**Authorized
Subscriber Signature:**

Printed Name:

Job Title:

Date:



September 7, 2021

Hays County Law Library
712 South Stagecoach Trail, Suite 2026
San Marcos, TX 78666

LexisNexis Digital Library looks forward to partnering with the Hays County Government Center and providing your county employees and patrons with access to your valued LexisNexis content. Attached is the LexisNexis Digital Library Order for your signature.

Please Note:

- Confidentiality Clause: Section 4 of the Digital Library Agreement is addressed with the State Law Change Addendum that is attached on the Agreement documents. The State Law Change Addendum includes the following provision that modifies the confidentiality obligation to that which is permitted by Texas state law. Specifically:

"This Agreement shall be governed by and construed in accordance with the laws of the State of TEXAS in the United States regardless of the law that might otherwise apply under applicable principles of conflicts of law. Any confidentiality obligations shall be performed to the extent permitted by law."

Thank you,
Paige Hren, Esq.
949-212-7655
Paige.Hren@LexisNexis.com



September 7, 2021

Dear Valued Customer:

This is to acknowledge your recent inquiry regarding sole source.

LexisNexis® Matthew Bender®, Michie™, Shepard's®, Anderson Publishing® and Gould Publications™, Mealey's and FLP are divisions of Reed Elsevier, Inc., and is the **sole source** of all Matthew Bender, Michie, Shepard's, Anderson Publishing and Gould Publishing, Mealey's and FLP products. LexisNexis alone determines the pricing of all its products.

All billing documents and letterhead will be named under the legal entity of **LexisNexis Matthew Bender**. However, the name to use for tax identification purposes is **Matthew Bender & Company, Inc., d/b/a LexisNexis Matthew Bender**. Our tax identification number is **14-0499170** and remains unchanged.

If we may be of further assistance, or if you have any questions regarding a W-9, please contact our Customer Support Department toll-free at 800-833-9844. We are available Monday through Friday from 8 a.m. until 8 p.m. eastern time. You may also fax us any time at 800-643-1280 or visit our self-service portal available 24/7 at support.lexisnexis.com/print.

Sincerely,
LexisNexis Customer Support
CS061

Lexis Digital Law Library

Informational Sheet

LexisNexis Digital Library Product Web Page & Video Commercial:

<https://www.lexisnexis.com/en-us/products/digital-library.page>

LexisNexis Digital Library “How To” Videos: To view the Digital Library demo playlist, please click on the following link:
[LexisNexis Digital Library Videos](#)

LexisNexis Digital Library in the News:

- [Click here](#) to read AALL Spectrum’s article on the newly updated LexisNexis Digital Library from the March/April 2020 issue.
- May 2020 press release: [LexisNexis Digital Library Wins AALL's 2020 New Product Award](#)

LexisNexis Digital Library Training & Launch Support:

- [LexisNexis Digital Library Getting Started Guide](#)
- [eBook Reading Made Easy](#)
- [eBook Annotation Features](#)
- [Your Convenient Mobile App for Easier Offline Reading](#)
- [LexisNexis Digital Library Launch Guide](#)
- Digital Library Posters & Flyers:
 - [Transform and Break Free](#) – check out legal eBooks
 - [LexisNexis Digital Library](#) – It's not where you work, it's how you work (Working at home)
 - [Convenient eBook access anytime](#) (On the go with a tablet)
- Digital Library Book Stickers:
 - Place stickers on your library book binders as a reminder to your users that the volume is also available on your digital library. Customize this Avery sticker template ([available here](#)) with your organization's LexisNexis Digital Library URL and logo if you like.
- Digital Library Business Cards:
 - Place business cards at the library reference desk (or pass out after training sessions) to help remind users that eBooks are available. Customize this business card template ([available here](#)) with your organization’s name, digital library URL and include a specific message to users if you would like.
- FAQ Page:
 - [FAQs](#)

Enrich your Digital Library with content from Overdrive, LexisNexis, LexisNexis’ alliance partner publishers, and more:

- Overdrive Content: Overdrive’s catalog, which includes over 4 million titles from 5000 publishers can be purchased through your LexisNexis Digital Library administrator platform (“Overdrive Marketplace”) and circulated on your LexisNexis Digital Library. Please visit <https://www.overdrive.com/explore> to explore titles. Overdrive’s catalog includes collections from West Academic, Wiley, Beacon Press, Wolters Kluwer, Sage, Taylor & Francis, and many University Press publishers.
- LexisNexis Content: Digital Library content purchased directly from LexisNexis includes titles from LexisNexis, Matthew Bender, American Bar Association, American Lawyer Media, American Health Lawyer’s Association, James Publishing, CSC, The Florida Bar, The Washington State Bar, and Carolina Academic Press.
- “Local Content:” You can also add any content—audio files, video files, PDFs, and ePubs—that you have the licensing rights to upload and circulate. We refer to this as “local content” and storage is unlimited.

Examples of LexisNexis Digital Library announcements and sign-up forms from some of our County Law Library customers:

- [Pierce County Law Library announcement](#)
- [San Diego Law Library announcement](#)
- [San Francisco Law Library announcement](#)
- [Santa Clara Law Library announcement](#)
- [Harris County Law Library](#): Here is an example of the SquareSpace form that Harris County Law Library is using to sign up patrons:
- [Riverside County Law Library announcement](#)

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 Building Maintenance and The Bug Master for pest control services for Hays County Buildings in the amount of \$845.00 quarterly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance would like to enter into an agreement with The Bug Master for the pest control services needed at Hays County buildings. Under the agreement, services will be performed quarterly and will also be available on an as needed basis.

Attachment: The Bug Master Agreement

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Buda Precinct 5

Service Address
500 Jack C Hays Trail

Service City
Buda

State Zip
TX 78610

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

Initial service for pest prevention program. Initial service is exterior only.
One year service agreement from initial service.
Pest prevention service performed approximately every 90 days.
Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions
Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$90.00		\$ \$90.00
Tax		Tax
\$ \$7.43	<i>Tax Exempt</i>	\$ \$7.43
Total		Total
\$ \$97.43		\$ \$97.43

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date 09/20/2021

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481 • Fax (888) 232-2567

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Dripping Springs Precinct 4

Service Address
195 Roger Hanks Parkway

Service City
Dripping Springs

State Zip
TX 78620

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

Reported scorpion activity at this location.

Initial service for pest prevention program. Initial service is exterior only.
One year service agreement from initial service.
Pest prevention service performed approximately every 90 days.
Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions

Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$90.00		\$ \$90.00
Tax		Tax
\$ \$7.43	<i>Tax Exempt</i>	\$ \$7.43
Total		Total
\$ \$97.43		\$ \$97.43

Service Agreement Guarantee and Acceptance

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Customer
Signature

Print Name

Date 09/20/2021

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to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Government Center
Service Address
712 South Stagecoach Trail

Service City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

Initial service for pest prevention program. Initial service is exterior only.
One year service agreement from initial service.
Pest prevention service performed approximately every 90 days.
Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions
Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$185.00		\$ \$185.00
Tax		Tax
\$ \$15.26	<i>Tax Exempt</i>	\$ \$15.26
Total		Total
\$ \$200.26		\$ \$200.26

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date 09/20/2021

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Phone (866) 918-4481 • Fax (888) 232-2567

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Health Department

Service Address
401 Broadway Street

Service City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

Initial service for pest prevention program. Initial service is exterior only.
One year service agreement from initial service.
Pest prevention service performed approximately every 90 days.
Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions
Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$90.00		\$ \$90.00
Tax		Tax
\$ \$7.43	<i>Tax Exempt</i>	\$ \$7.43
Total		Total
\$ \$97.43		\$ \$97.43

Service Agreement Guarantee and Acceptance

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Customer
Signature

Print Name

Date 09/20/2021

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Historical Courthouse

Service Address
111 East San Antonio Street

Service City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

Initial service for pest prevention program. Initial service is exterior only.
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Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$90.00		\$ \$90.00
Tax	Tax Exempt	Tax
\$ \$7.43		\$ \$7.92
Total		Total
\$ \$97.43		\$ \$97.92

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date 09/20/2021

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Kyle Precinct 2

Service Address
5458 Farm to Market Road 2770

Service City
Kyle

State Zip
TX 78640

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211
1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C
3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

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Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$105.00		\$ \$105.00
Tax	Tax Exempt	Tax
\$ \$8.66		\$ \$8.66
Total		Total
\$ \$113.66		\$ \$113.66

Service Agreement Guarantee and Acceptance

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Customer
Signature

Print Name

Date 09/20/2021

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Phone (866) 918-4481 • Fax (888) 232-2567

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Wimberley Precinct 3

Service Address
200 Stillwater Road

Service City
Wimberley

State Zip
TX 78676

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

Pest Prevention

Service and Warranty Information

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Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$90.00		\$ \$90.00
Tax	Tax Exempt	Tax
\$ \$7.43		\$ \$7.43
Total		Total
\$ \$97.43		\$ \$97.43

Service Agreement Guarantee and Acceptance

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Customer
Signature

Print Name

Date 09/20/2021

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Phone (866) 918-4481 • Fax (888) 232-2567

Visit portal.thebugmaster.com
to log into your account and pay online.
You will need the following information:

Your Account #: 217880

Your Email: chris.deichmann@co.hays.tx.us



General Pest Control Service Agreement

Location Information

Location Name
Yarrington

Service Address
2171 Yarrington Road

Service City
Kyle

State Zip
TX 78640

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Pest Prevention

Service and Warranty Information

Initial service for pest prevention program. Initial service is exterior only.
One year service agreement from initial service.
Pest prevention service performed approximately every 90 days.
Establish and maintain up to a 10 ft a treated perimeter of structure to prevent pest entry.

Covered pests: Ants, Spiders, Roaches, and Scorpions
Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

Billing Information

Same As Location Information

Bill To Name
Hays CountyHays County

Address
712 South Stagecoach Trail

City
San Marcos

State Zip
TX 78666

Email
chris.deichmann@co.hays.tx.us

Phone
(512) 393-7659

Secondary Phone

Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$105.00		\$ \$105.00
Tax		Tax
\$ \$8.66	<i>Tax Exempt</i>	\$ \$8.66
Total		Total
\$ \$113.66		\$ \$113.66

Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer
Signature

Print Name

Date 09/20/2021

TPCL # 4211

1912 Smith Rd, Austin, TX 78721
Phone (512) 250-1500

TPCL # 4211 C

3128 Thornton Ln, Temple, TX 76502
Phone (254) 939-4458

www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979

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Phone (866) 918-4481 • Fax (888) 232-2567

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 Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$7,997.38.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$7,997.38

LINE ITEM NUMBER

001-645-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This is the Commercial General Liability and Excess Liability Insurance the County is required to keep related to the Dahlstrom Nature Preserve. It is due for annual renewal.

Attachments:
Insurance Proposals

CSU Producer Resources, Inc.

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

Date: 09/01/2021

To: Marsh Wortham, a division of Marsh USA, Inc.
221 West 6th Street #1400
Austin TX 78701

42-004

From: Zach Vaughn

RE: Dahlstrom Family Limited Partnership

Quote number: 216367548

QUOTATION

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

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

Proposed Policy Period: From: 10/16/2021 To: 10/16/2022

Quote Expiration: 10/16/2021

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

Coverage:

General Liability - OCCURRENCE

Retroactive Date: NONE

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

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

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

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
CGL Deposit Premium	\$ 1,060.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 16.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 53.88
Stamping Fee	\$.84
Other Taxes or Fees	\$ N/A
TOTAL	\$ 1,165.72

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
CGL Deposit Premium	\$ 1,060.00	\$ 1,092.00	\$ 1,114.00	\$ 1,146.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00
Broker Fee	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Surplus Lines Tax	\$ 53.88	\$ 55.44	\$ 56.50	\$ 58.05
Stamping Fee	\$.84	\$.86	\$.88	\$.90
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 1,165.72	\$ 1,199.30	\$ 1,222.38	\$ 1,255.95
Down-Payment*	\$ 1,165.72	\$ 645.30	\$ 374.88	\$ 384.45

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

Re: Dahlstrom Family Limited Partnership

Provisions applicable to premium:

- A. Premium is subject to annual audit:** ☐ Yes ☒ No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

Standard Terms and Conditions:

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.
3. Commission: 15.0 %

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

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

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

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

Certified Act of Terrorism

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

Disclosure of Federal Participation in Payment of Terrorism Losses

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

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

Disclosure of Premium

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

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

REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

Authorized Signature by Applicant

Date

Print Name

Named Insured

The Cincinnati Specialty Underwriters Insurance Company Policy Number

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (12/19) Texas Complaint Notice
CSIA410 (03/08) Notice to Policyholders
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA404 (08/07) Service of Suit
CSIA403 (11/17) Special Provisions - Premium

Forms Applicable - Commercial General Liability

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

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Commercial General Liability

CSGA418 (06/08)	Amendment of Pollutants Definition
CSGA361 (06/08)	Exclusion - Fungi or Bacteria
CSGA439 (11/08)	Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
IL0021 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CSLL348 (01/08)	Limitation - No Stacking of Limits of Insurance
CSGA358 (06/08)	Exclusion - Participants and Contestants
CSGA3010 (03/16)	EXCLUSION - ALL-TERRAIN VEHICLES UTILITY TERRAIN VEHICLES SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD
CG2107 (05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CG2149 (09/99)	Total Pollution Exclusion Endorsement
CG0300 (01/96)	Deductible Liability Insurance
CG2150 (04/13)	Amendment of Liquor Liability Exclusion
CG2196 (03/05)	Silica Or Silica-Related Dust Exclusion
CSGA3008 (07/12)	Exclusion - All Construction
CSGA306 (04/20)	Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
IL0017 (11/98)	Common Policy Conditions
IL0168 (03/12)	Texas Changes - Duties



CYBER LIABILITY QUOTE ESTIMATE

Date: 09/01/2021

To: Dahlstrom Family Limited Partnership
PO BOX 1148
DRIPPING SPRINGS TX 78620

QUOTATION

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

1. DATA DEFENDER

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

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

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$125
Defense and Liability	\$50,000	\$1,000	\$47
Identity Recovery	\$25,000	\$250	\$14
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **186

2. NETWORK DEFENDER

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

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$141
Network Security	\$100,000	\$1,000	\$101
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **242

3. CYBER DEFENSE

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

** Note: applicable taxes, terrorism and \$35 broker fee will be added to the final policy.

CSIA 460 07 17

This is not a policy. CSU Producer Resources Inc., a subsidiary of Cincinnati Financial Corporation, offers insurance brokerage services to independent agencies of The Cincinnati Insurance Company. C-SUPR supports your access to Cincinnati's excess and surplus lines company - The Cincinnati Specialty Underwriters Insurance Company. 68200 South Gilmore Road, Fairfield, OH 45014 5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496 cinfin.com

Commercial General Liability Premises Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2021

☒ **if Supplemental
Declarations Is Attached**

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC.

ADDRESS

1	384 ACRES, FM HWY 967
	DRIPPING SPRINGS TX 78620

Commercial General Liability Classification and Premium Schedule

POLICY NUMBER: CSU0076102

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Land - occupied by persons other than the insured for business purposes - (lessor's risk only)	45539	U, 384	2.760		\$1,060	

CSU Producer Resources, Inc.

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

Date: 09/20/2021

To: Marsh Wortham, a division of Marsh USA, Inc.
221 West 6th Street #1400
Austin TX 78701

42-004

From: Lesli Cox

RE: Dahlstrom Family Limited Partnership

Quote number: 216370305

QUOTATION

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

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

Proposed Policy Period: From: 10/16/2021 To: 10/16/2022

Quote Expiration: 10/16/2021

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

Coverage:

Commercial Excess Liability

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

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

Re: Dahlstrom Family Limited Partnership

Agency Bill:

Premium:	
Excess Liability Deposit Premium	\$ 6,380.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 96.00
Broker Fee	\$ 35.00
Surplus Lines Tax	\$ 315.78
Stamping Fee	\$ 4.88
Other Taxes or Fees	\$ N/A
TOTAL	\$ 6,831.66

Direct Bill:

	Annual	Semi-Annual	Quarterly	25%/9
Excess Liability Deposit Premium	\$ 6,380.00	\$ 6,574.00	\$ 6,704.00	\$ 6,898.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 96.00	\$ 96.00	\$ 96.00	\$ 96.00
Broker Fee	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Surplus Lines Tax	\$ 315.78	\$ 325.19	\$ 331.50	\$ 340.91
Stamping Fee	\$ 4.88	\$ 5.03	\$ 5.13	\$ 5.27
Other Taxes or Fees	\$ N/A	\$ N/A	\$ N/A	\$ N/A
TOTAL	\$ 6,831.66	\$ 7,035.22	\$ 7,171.63	\$ 7,375.18
Down-Payment*	\$ 6,831.66	\$ 3,700.22	\$ 2,071.63	\$ 2,129.68

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

Re: Dahlstrom Family Limited Partnership

Provisions applicable to premium:

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

B. **Agency Bill Payment Terms:** Premium is payable in full on the 15th of the month following the statement month. If payment is not received by the 15th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.

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

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

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

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

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

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

Forms and Endorsements:

Refer to Forms and Endorsements Schedule CSIA406

Standard Terms and Conditions:

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.
3. Commission: 15 %

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

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

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

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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

Certified Act of Terrorism

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

Disclosure of Federal Participation in Payment of Terrorism Losses

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

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

Disclosure of Premium

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

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

REJECTION OF TERRORISM INSURANCE COVERAGE

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

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

Authorized Signature by Applicant

Date

Print Name

Named Insured

The Cincinnati Specialty Underwriters Insurance Company Policy Number

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations
CSIA409 (01/08) Named Insured Schedule
CSIA418TX (12/19) Texas Complaint Notice
CSIA448 (01/15) Policyholder Notice Terrorism Insurance Coverage
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
CSIA403 (11/17) Special Provisions - Premium
CSIA404 (08/07) Service of Suit
CSIA410 (03/08) Notice to Policyholders

Forms Applicable - EXCESS

CSCX404 (06/09) Excess Liability Premises Schedule
CSCX403 (06/09) Calculation Of Premium
IL0017 (11/98) Common Policy Conditions
CSCX400 (06/09) Commercial Excess Liability Schedule of Controlling Underlying Insurance
CSCX500 (06/09) Commercial Excess Liability Coverage Part Declarations
CSCX100TOC (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM TABLE OF CONTENTS
CSCX100 (02/13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CSCX407 (06/09) Limitation - Two or More Coverage Forms or Policies Issued By Us
CSCX312 (07/10) Total Auto Exclusion
CSCX391 (03/16) Employer's Liability Exclusion
CSCX311 (03/16) EXCLUSION - ASSAULT OR BATTERY
CSCX327 (06/09) Contractual Liability Exclusion
CSCX3000 (08/09) Damage To Premises Occupied Or Rented To You Exclusion

Forms and Endorsements Schedule

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

FORMS APPLICABLE

Forms Applicable - EXCESS

CSIA405(08/09)-B- Optional Coverage to Additional Insured

EXCESS LIABILITY PREMISES SCHEDULE

POLICY NUMBER: CSU0076103

POLICY EFFECTIVE DATE: 10/16/2021

NAMED INSURED: Dahlstrom Family Limited Partnership

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

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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Disclosure of Federal Participation in Payment of Terrorism Losses

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

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

Disclosure of Premium

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

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Authorized Signature by Applicant

Date

Print Name

Named Insured

The Cincinnati Specialty Underwriters Insurance Company Policy Number

Re: Dahlstrom Family Limited Partnership

DISCLOSURE NOTICE OF TERRORISM INSURANCE

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Disclosure of Premium

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

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

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

 Authorized Signature by Applicant

 Date

 Print Name

 Named Insured

 The Cincinnati Specialty Underwriters Insurance Company Policy Number

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 Office of Emergency Services to accept a donation of painting services valued at \$1,950.00 for the Hays County Community Emergency Response Team (CERT), Kyle/Buda Strike Team trailer from DFW Movers & Erectors and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	N/A

LINE ITEM NUMBER

001-656-98-313]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

DFW Movers & Erectors Inc., located at 3201 N Sylvania Ave, #115, Fort Worth, Texas, 76111, would like to donate a paint job renewal for the Hays County CERT trailer belonging to the Kyle, Texas location. We have a paint and body shop with over 25 years of experience and paint and body work is a standard offering of our many available services.

The standard cost estimation of this paint job for time and materials associated with the job is:

\$850.00 per day @ two (2) days - one (1) man

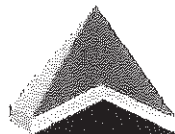
\$250.00 for materials

This will be supplied to Hays County CERT at no cost/charge by DFW Movers & Erectors.

Budget Amendment:

Increase Contributions .4610

Increase Miscellaneous .5391



DFW MOVERS & ERECTORS, INC.

"Moving a Single Machine or a Complete Facility"

800-223-0806

www.dfwmovers.com

A Woman Owned Business

September 16, 2021

Community CERT
810 Stagecoach Trail, Suite 1200
San Marcos, Texas 78666

To Whom It May Concern:

DFW Movers & Erectors Inc., located at 3201 N Sylvania Ave, #115, Fort Worth, Texas, 76111, would like to donate a paint job renewal for the Hays County CERT trailer belonging to the Kyle, Texas location. We have a paint and body shop with over 25 years of experience and paint and body work is a standard offering of our many available services.

The standard cost estimation of this paint job for time and materials associated with the job is:

\$850.00 per day @ two (2) days – one (1) man

\$250.00 for materials

\$1,950.00 TOTAL

This will be supplied to Hays County CERT at no cost/charge by DFW Movers & Erectors.

Thank you for your time and consideration.

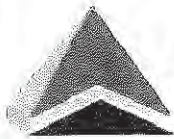
Clayton Stockdall, Jr.
Chief Operations Officer
DFW Movers & Erectors, Inc.
3201 N. Sylvania Ave., #115
Fort Worth, Texas 76111
817-222-3200

Fort Worth
Tel: 817-222-3200

Garland
Tel: 469-304-2447

Katy
Tel: 281-764-6300

San Antonio
Tel: 210-359-8020



DFW MOVERS & ERECTORS, INC.

"Moving a Single Machine or a Complete Facility"

800-233-0806

www.dfwmovers.com

A Woman Owned Business

September 16, 2021

DFW REF: 21-09-16

Community CERT
810 Stagecoach Trail, Suite 1200
San Marcos, Texas 78666

REFERENCE: 1 – Hays County CERT Trailer

To Whom It May Concern:

DFW Movers & Erectors, Inc. is pleased to submit this quotation for the painting of the above referenced equipment.

We will provide supervision, manpower, equipment and materials necessary to do the following:

- | | |
|--|-----------------|
| - Sand blast, blast, prep, prime and paint equipment | \$1,700.00 |
| One (1) Man @ Two (2) 10-Hour Days @ \$850.00/Day | |
| - Materials | <u>\$250.00</u> |

The total cost for our service is: \$1,950.00

DFW Movers & Erectors, Inc. looks forward to working with you on this project.

Sincerely,
DFW Movers & Erectors, Inc.

Clayton Stockdall, Jr.
Chief Operations Officer

Cust. Info:
TEL: 512-393-7339
Email: cert_liaison@hayscountycert.com

CS/et

Fort Worth
Tel: 817-222-3200

Garland
Tel: 469-304-2447

Katy
Tel: 281-764-6300

San Antonio
Tel: 210-359-8020

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 Addendum to the Contract between Hays County and Securus Technologies, LLC regarding the inmate telephone communications phone rates.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

SHELL

SUMMARY

FCC (Federal Communications Commissions) has a new mandate that states that Counties with less than 1000 prisoners whose current phone rates exceed 21 cents will need to be reduced to 21 cents. This will reduce our in-state rate from 32 cents to 21 cents.



CONTRACT ADDENDUM (2021 FCC ORDER)

This Contract Addendum (hereinafter "Addendum") is by and between the party identified below as Customer ("Customer") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) ("Provider") and is subject to and governed by the current agreement for telephone services ("Agreement") between Customer and Provider. Its terms are effective on or about October 26, 2021, and this Addendum will be coterminous with the Agreement.

BACKGROUND:

On May 24, 2021, the Federal Communications Commission ("FCC") released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking (the "Order") In summary , this Order (a) implements new interim interstate and international rate caps; (b) significantly changes the previous industry practice with respect to the rate caps applied to both interstate and intrastate calls; (c) modifies rules relating to ancillary and third party transaction fees; (d) modifies applicable regulation with respect to consumer reporting and cost recovery of site commissions; and (e) provides notice of further proposed rulemaking which will likely have further significant impact on the industry. Unlike prior FCC action in this area, the Order was unanimous and bipartisan.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates new interim calling rate caps for all interstate calls. See Order, Paragraphs 42-48, 47 CFR § 64.6030(a)-(c). The Order also mandates a new approach with respect to intrastate and local calls. "[T]o the extent that a provider cannot determine that the physical endpoints of a call are within the same state, that provider must comply with our new interim interstate rate caps for that call." Order, Paragraph 41 (emphasis added). Other than landline calls (which are a small percentage of overall calling traffic), Provider cannot currently make an accurate determination with respect to the physical endpoint of the called party, and, therefore, is required to apply the new calling rate caps to most intrastate and local calling traffic as well as all interstate calling traffic. To achieve rate uniformity between landline and non-landline calls, Provider intends to rate landline calls in the same manner as non-landline calls.

Accordingly, on or about October 26, 2021, if Customer has calling rates that exceed \$0.21 per minute (the rate cap specified in the Order for Jails with an ADP < 1,000), those rates will be reduced to \$0.21 per minute.

APPLICATION OF FCC INTERIM RATE CAPS FOR INTERSTATE AND INTRASTATE CALLS:

The Order mandates a new interim rate cap for all international calls which is calculated using the interstate rate cap described above plus the average per-minute amount paid by the provider to its underlying wholesale international carriers to terminate international calls to the same "international destination" over the preceding calendar quarter (the "International Rate Cap"). See Order, Paragraphs 178-184; 47 CFR § 64.6030(e).

Accordingly, on or about October 26, 2021, Provider will charge international calling rates equal to or less than the International Rate Cap .

AVERAGE DAILY POPULATION:

The Order applies different rate caps to facilities based on their average daily population (ADP). We understand that your current ADP is < 1,000, and the adjustments described herein are based on that assumption. To facilitate compliance with the Order, Customer agrees to update Provider in the event its ADP becomes greater than or equal to 1,000.

ADJUSTMENT TO FACILITY COMPENSATION :

Effective on or about November 1, 2021, Provider will adjust the compensation payable to Customer based on the option selected by Customer in the following table (Customer to check applicable option):

_____ \$0.0295 per minute of the new calling rates will be not be commissionable.

For international call traffic only, the per-minute amount paid by the provider as a passthrough to its underlying wholesale international carriers to terminate international calls will not be commissionable.

ADJUSTMENT TO TERM:

The term of the Agreement is hereby extended by 0 months. In the event the Agreement has auto renewals or renewal options, those options will continue to be in effect.

ADJUSTMENT TO FACILITY COMPENSATION (MINIMUM GUARANTEES):

Given the significant uncertainty surrounding the economic impact of the Order, the parties hereby agree that the application any minimum annual or minimum monthly guarantees will be suspended effective November 1, 2021 for a period of 12 months. Effective on or about November 1, 2022, any applicable guarantees will be reinstated at a value based on 80% of the previous 12 months' actual compensation earned.

SIGNATURES

The person signing this Addendum represents that he or she has the unrestricted right and requisite authority to enter into and execute this Addendum, to bind Customer named below, and to authorize the changes described herein. Except as expressly amended by this Addendum, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

Even if Provider does not receive a signed Addendum, please be advised that Provider must make all changes necessary to comply with applicable law and regulation and will do so on October 26, 2021.

Customer: _____

Signature: _____

Printed Name: _____

Title: _____

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

Authorize an FY21 budget amendment for Countywide Operations for Continuing Education and Travel expenses in the amount of \$650.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$650

LINE ITEM NUMBER

001-712-00.5501

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

A budget amendment from Countywide Operations Continuing Education to Travel is needed to cover the mileage, per diem, and hotel stay for an employee of Countywide Operations.

Budget Amendment:

Decrease 001-712-00.5551 Continuing Education (\$650)

Increase 001-712-00.5501 Travel \$650

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

Ratify the execution of Amendment No. 3 to the General Land Office (GLO) Contract No. 18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Projects Non-Research & Development 2015 Flood Allocation.

ITEM TYPE

CONSENT

MEETING DATE

February 9, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

153-762-99-110]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

This Amendment No. 3 to the GLO Contract No. 18-501-000-B226, reflects the new termination date of December 22, 2021.



**AMENDMENT NO. 3 TO
GLO CONTRACT NO. 18-501-000-B226**

THE GENERAL LAND OFFICE (the “GLO”) and **HAYS COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 18-501-000-B226 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract; and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to correct certain administrative errors and or update required language; and

WHEREAS, the Parties desire to revise the Revised General Affirmations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SECTION 1.04** of the Contract is amended to add the following definitions:

““[Action Plan](https://recovery.texas.gov/action-plans/2015-floods/index.html)” means the State of Texas Action Plan for Disaster Recovery found at <https://recovery.texas.gov/action-plans/2015-floods/index.html>.”

2. **SECTION 2.04** of the Contract deleted in its entirety and replaced with the following:

“2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.1. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 4** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly.”

3. **SECTION 3.01** of the Contract is amended to reflect a termination date of **December 22, 2021**.

4. The following **SECTION 3.05** is hereby added in its entirety to the Contract:

“3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has on hand at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and

If applicable, real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 shall be used to meet one of the CDBG-DR National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR-funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.”

5. The following **SECTION 4.02** is deleted in its entirety and replaced with the following:

“4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the form prescribed in **Attachment F-2** (Monthly Activity Status Report), for each individual project identified in **Attachment A-2**. The Monthly Activity Status Report is due the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A-2** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to Article 8.01 herein. Subrecipient shall submit Monthly Activity Status Reports via email to: DR.Status.Reporting@recovery.texas.gov.”

6. **SECTION 4.03** of the Contract is deleted in its entirety and replaced with the following:

“4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdsubsreporting@recovery.texas.gov, unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.1. Subrecipient must use a template developed by HUD to

prepare the monthly reports, attached hereto as **Attachment H** and accessible online at: <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. Additional information about this reporting requirement is available in Federal Register publications governing the 2015 Flood CDBG-DR funding allocation.”

7. **SECTION 8.14** of the Contract is deleted in its entirety and replaced with the following:

“8.14 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.”

8. **SECTION 8.19** of the Contract is deleted in its entirety and replaced with the following:

“8.19 SURVIVAL

The provisions of **ARTICLES V, VI, and VII; and SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.31** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.”

9. **SECTION 8.20** of the Contract is deleted in its entirety and replaced with the following:

“8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses and the GLO will close the

contract in accordance with 2 C.F.R. 200.344 through 200.346 and GLO CDBG-DR guidelines. The GLO will notify Subrecipient via official closeout letter.”

10. SECTION 8.26 of the Contract is deleted in its entirety and replaced with the following:

“8.26 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
- (ii) in a way that meets the Contract’s performance requirements; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(c) For purposes of section (b) above:

- (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

11. The following SECTION 8.31 is hereby added in its entirety to the Contract:

“8.31 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.”

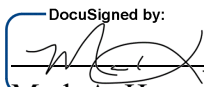
12. **ATTACHMENT C-2** to the Contract, **Revised General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-3**.
13. This Amendment shall be effective upon the earlier of the date of the last signature or September 22, 2021.
14. The terms and conditions of the Contract not amended herein shall remain in force and effect.

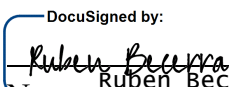
SIGNATURE PAGE FOLLOWS






**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT NO. 18-501-000-B226**

GENERAL LAND OFFICE

HAYS COUNTY

DocuSigned by:

762995A4374E74497
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 9/23/2021

DocuSigned by:

Name: Ruben Becerra
Title: County Judge
Date of execution: 9/22/2021

OGC 
PM 
SDD 
DGC 
GC 

ATTACHED TO THIS AMENDMENT:

ATTACHMENT C-3 Revised General Affirmations

GENERAL AFFIRMATIONS

For the purposes of this document, the term “governmental entities” shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. *[Not applicable to contracts with governmental entities.]*
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the

date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as

creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless

the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO

EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. *[Not applicable to contracts with governmental entities.]*

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing

equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. *[Not applicable to contracts with governmental entities.]*

38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the

requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

Certificate Of Completion

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Subject: RUSH: \$0 Amendment #3: 18-501-000-B226 Hays County (Texas GLO)

Source Envelope:

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Signatures: 2

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Ricardo Gonzalez

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Austin, TX 78701

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Ricardo.Gonzalez@glo.texas.gov

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Ricardo.Gonzalez@glo.texas.gov

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Ginger Mills



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Ginger.Mills@glo.texas.gov

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Attorney

Signed: 9/21/2021 8:17:41 AM

Texas General Land Office, Office of General Counsel

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Joshua Jackson



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Joshua.Jackson.glo@recovery.TEXAS.GOV

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Senior Project/Grant Mgr

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Texas General Land Office

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Security Level: Email, Account Authentication (None)

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Heather Lagrone



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heather.lagrone.glo@recovery.texas.gov

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Sr Dep Director

Signed: 9/21/2021 11:11:31 AM

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Using IP Address: 104.54.227.24

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Marc Barenblat



Sent: 9/21/2021 11:11:35 AM

marc.barenblat@glo.texas.gov

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Deputy General Counsel

Signed: 9/21/2021 11:15:26 AM

Texas General Land Office


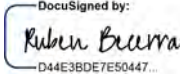



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Security Level: Email, Account Authentication (None)

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Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.59	Sent: 9/21/2021 11:15:30 AM Viewed: 9/21/2021 11:19:07 AM Signed: 9/21/2021 11:19:17 AM
Ruben Becerra judge.becerra@co.hays.tx.us County Judge Hays County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 66.90.254.10	Sent: 9/21/2021 11:19:21 AM Resent: 9/22/2021 9:31:03 AM Viewed: 9/22/2021 10:33:26 AM Signed: 9/22/2021 10:33:37 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244	Sent: 9/22/2021 10:33:41 AM Viewed: 9/23/2021 11:54:13 AM Signed: 9/23/2021 11:54:18 AM
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/20/2021 8:49:33 AM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 9/20/2021 8:49:33 AM

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<p>Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2021 8:49:33 AM Resent: 9/20/2021 2:41:26 PM</p>
<p>Ricardo Gonzalez ricardo.gonzalez@glo.texas.gov Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2021 8:49:34 AM Resent: 9/23/2021 11:55:00 AM</p>
<p>Robert Sonnier Bob.Sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 9/20/2021 8:49:34 AM Viewed: 9/23/2021 11:57:18 AM</p>
<p>Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 9/21/2021 8:17:45 AM
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<p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:</p>	COPIED	Sent: 9/21/2021 10:55:38 AM

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Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2021 11:15:30 AM
Judy Langford judy@lcmisinc.com President Langford Community Management Services, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/21/2021 11:19:21 AM Viewed: 9/21/2021 12:43:21 PM
Shundrayl Allen shundrayl.allen@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2021 11:54:25 AM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2021 11:54:25 AM
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director,M&Q Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2021 11:54:30 AM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2021 11:54:35 AM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/23/2021 11:54:35 AM Viewed: 9/23/2021 1:28:08 PM
Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/23/2021 11:54:35 AM

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Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2021 11:54:43 AM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2021 11:54:47 AM
Caley Carmichael caley.carmichael.glo@recovery.texas.gov Grant Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/23/2021 11:54:53 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	9/23/2021 11:54:18 AM
Completed	Security Checked	9/23/2021 11:54:53 AM
Payment Events	Status	Timestamps

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 Lieutenant Mike Mallow and Corrections Officer Ron Stanley to attend the National Conference on Law Enforcement Wellness and Trauma on November 12-14, 2021 in Oklahoma City, Oklahoma.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$2,500.00

LINE ITEM NUMBER

001-618-00.5551
001-618-03.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Lt. Mike Mallow and Corrections Officer Ron Stanley to attend the National Conference on Law Enforcement Wellness and Trauma on November 12-14, 2021 in Oklahoma City, OK. Lt. Mallow and Officer Stanley are members of the Sheriff's Office Peer Support Team. This conference is geared towards peer support groups/administrators, and focuses on prolonging the careers of law enforcement officers through proactively addressing the cumulative stressors that happen in a law enforcement career. Funding for registration and travel expenses including hotel and per diem will be paid for out of the Sheriff's Office Continuing Education Funds.

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 acceptance of a grant award from The Office of the Attorney General to the Sheriff's Office Criminal Investigation Division for the investigations of Internet Crimes Against Children (ICAC) and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-618-99-111]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office Criminal Investigations Division are highly active members of the Internet Crimes Against Children (ICAC) Task Force Program. The Attorney General has awarded up to \$2,915 to the Sheriff's Office for the use of equipment dedicated to the investigation of child exploitation cases.

The Criminal Investigations Division is requesting to use the award on the following equipment: weighted dolls, HDMI cables, and hard drives.

Grant Number: 2220127

Grant Period: September 1, 2021 - November 30, 2021

Budget Amendment

Increase .4301 Intergovernmental Revenue \$2,915

Increase .5202 Data Processing Supplies \$2,300

Increase .5391 Miscellaneous \$615

Attachment: FY 2021 Approved Budget



RE: FY 2021 Internet Crimes Against Children (ICAC) Sub-Recipient Grant Contract

Contract Number: 2220127

Grantee: Hays County Sheriff's Office

Amount: \$2,915.00

Executed: 9/17/2021 | 3:21 PM CDT

Term: September 1, 2021 – November 30, 2021

Budget Coding:

ORG	PCA	Agy Obj
885	15800	5137

GRANT CONTRACT

OAG Contract No. 2220127

This grant contract is executed between the Office of the Attorney General (OAG) and **Hays County Sheriff's Office** (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention, seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. The OAG, as the regional contact for the task force known as “Texas, Southern ICAC Task Force”, (hereinafter the “OAG ICAC Task Force”) receives funding from the OJP to provide grants to local law enforcement agencies that are affiliates of the task force in order to address technology-facilitated child exploitation. Pursuant to the terms of a Memorandum of Understanding (MOU) between the parties, the GRANTEE became a member of the OAG ICAC Task Force. The purpose of this Contract is to provide reasonable contractual controls to ensure that the public purposes of the grant provided to GRANTEE are achieved.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2021 and shall terminate November 30, 2021, unless it is terminated earlier or extended in accordance with another provision of this Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this Contract.¹

SECTION 3 GRANTEE’S CONTRACTUAL SERVICES

3.1 GRANTEE’s Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Cooperative Agreement for Award Number 2018-MC-FX-K065. The GRANTEE will comply with all terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice,

¹ See Note 2 regarding the term of the underlying grant award.

Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number **2018-MC-FX-K065**, (OAG Award Document) and as attached hereto as Exhibit C² and incorporated by reference, as well as the applicable provisions of the OAG ICAC Grant Application (“Grant Application”) or OAG Award Document as supplemented, amended or adjusted. Specifically, Grantee’s compliance with the applicable “Special Conditions” identified in the OAG Award Document are a material requirement of the grant award made hereunder. Failure to comply with any one or more of the Special Conditions, whether a condition set out in full below, a condition incorporated by reference herein, or a certification or assurance related to conduct during the award period, may result in the OAG and/or to the extent federal funds are expended in this grant, the Office of Justice Programs ("OJP") in taking appropriate action which may include but is not limited to OAG and/or OJP withholding award funds, disallowing costs, or suspending or terminating the grant award. Additionally, the GRANTEE shall comply with all terms and conditions as set forth and required in the Memorandum of Understanding between the OAG and GRANTEE, OAG Contract Number 1993641-01 (the “Task Force MOU”) attached hereto as Exhibit “D” and incorporated herein by reference.

3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions.

3.2.1 Final Project Budget. The GRANTEE’s budget is attached as Exhibit A. The OAG, at its sole discretion, may adjust GRANTEE’s budget, targets, outputs, outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this Contract.

3.2.2 Grant Project Narrative. The GRANTEE’s Project Narrative is as follows:

To support certain Internet Crimes Against Children (ICAC) supplies.

GRANTEE hereby certifies that the information provided by GRANTEE in the Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein. The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes.

3.2.3 Special Conditions. The Special Conditions, including the OAG Award Document, are attached as Exhibit B. The OAG, at its sole discretion, may supplement, amend or adjust the Special Conditions attached to this Contract.

SECTION 4 REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward

² The Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention issued a no-cost extension to Award Number 2018-MC-FX-K065, thereby extending the term thereof from 9/31/2021 to 12/31/21. Documentation of this modification are included directly behind Addendum C.

to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information; Immediate Notification and Correction and Inaccuracies. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG. GRANTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the corrected information to the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days, notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with original signature. To change a Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal and state law,

rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 ICAC Semi-Annual Statistical (Performance) Reports, including Outcome Measure Reports. GRANTEE will support the OAG in its progress reporting requirements, including the reporting requirements of outcome measures. The OAG is required to report, within 30 days after the end of the reporting periods, certain outcome measures. The semi-annual reporting periods end on the last day of June and December each year. The OAG will establish deadlines for the GRANTEE to meet its requirement to report to the OAG.

4.2.2 Contents of Semi-Annual Statistical Reports. GRANTEE shall report data to the OAG on the following outcome measures on the reporting deadlines established by OAG:

- a. Number of CyberTipLine referrals received and investigated;
- b. Number of indictments obtained on CyberTipLine referrals;
- c. Number of convictions obtained on CyberTipLine referrals;
- d. Number of online solicitation of a minor (or its equivalent) arrests;
- e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
- f. Number of online solicitation of a minor (or its equivalent) convictions obtained;
- g. Total number of ICAC-related arrests during reporting period;
- h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
- i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
- j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
- k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
- l. Percent increase in computer forensic examinations completed by ICAC task forces; and
- m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to non-member law enforcement agencies.

4.2.3 ICAC Task Force Program Monthly Performance Measures. GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures shall contain, at a minimum, the following additional supporting data elements:

- a. Complaints;
- b. Case Information;

- c. Goals;
- d. Court Actions;
- e. Technical Assists;
- f. Training; and
- g. Community Outreach Presentations.

4.2.4 ICAC Annual Reports. GRANTEE will support the OAG in its annual reporting requirements. The OAG will establish the GRANTEE's annual reporting deadlines of the following measures:

- a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- b. Investigation and prosecution performance measures of the task force, including:
 - 1. the number of investigations initiated related to Internet Crimes Against Children;
 - 2. the number of arrests related to Internet Crimes Against Children; and
 - 3. the number of prosecutions for Internet Crimes Against Children, including-
 - i. whether the prosecution resulted in a conviction for such crime; and
 - ii. the sentence and the statutory maximum for such crime under State law.
- c. The number of referrals made by the task force to the United States Attorney's Office, including whether the referral was accepted by the United States Attorney.
- d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- e. The number of investigative technical assistance sessions that the task force provided to non-member law enforcement agencies.
- f. The number of computer forensic examinations that the task force completed.
- g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

4.2.5 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from the projected performance required by this Contract or the Task Force MOU. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.6 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered

by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE also shall make available at reasonable times and for reasonable periods programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budgets. With regard to the use of funds pursuant to this Contract, GRANTEE will immediately review the annual budget as established in this Contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement (also referred to as “financial status report”) for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this Contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this Contract.

The request for reimbursement/financial status report will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement/financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. GRANTEE shall submit the following reports to the OAG on or before October 15, 2021 or a date otherwise established by the OAG:

- a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.
- c. Additional Fiscal Reports.** GRANTEE shall submit any other additional fiscal report in the form and manner as may be requested by OAG.

4.3.4 Timing of Submission of Request for Reimbursement to the OAG; Close Out Invoice.

GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice to be received by the OAG not later than forty-five (45) calendar days after termination of this Contract.

4.3.5 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this Contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this Contract.

4.3.6 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment which shall be available to the OAG at all times upon request; however, a title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Contract, it shall use the proceeds to repair or replace said equipment.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment with funds from this Contract, and to the extent it is allowed by federal or state law, GRANTEE agrees that upon termination of the Contract, title to or ownership of all such purchased equipment, at the sole option of the OAG, shall remain with the OAG.

4.3.8 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit

Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this Contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Contract. The OAG is not obligated to pay unauthorized costs.

Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final narrative included in Section 3.2.2 above, such alteration or change may only be achieved by a written, duly executed amendment to this Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void unless a written amendment to this Contract is first executed. GRANTEE agrees that nothing in this Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Contract. **GRANTEE agrees that, notwithstanding any other provision of this Contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required by the state to be reallocated to fund other state**

programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Contract.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Contract without recourse, liability or penalty, upon written notice to the other party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate this Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

Termination of this Contract for any reason or expiration of this Contract shall not release the Parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Contract: Sections 4, 5, 7; 11; and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract are resolved. The records include, but may not be limited to, the Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursements. Audit trails maintained by GRANTEE

will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving fund directly under this Contract or through a subcontract under this Contract to likewise permit access to, inspection of, and reproduction of all books, records and other relevant information of the entity, person or contractor that pertain to this Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Contract shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space,

office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded. The manner of delivery may be subject to change during the term of the Contract, in the sole discretion of the OAG.

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement and inventory reports, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded. The manner of delivery may be subject to change during the term of the Contract, in the sole discretion of the OAG.

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the Contract amount; and/or terminate this Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminate this Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the Contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended. GRANTEE also agrees to comply with Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards.

10.2 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Contract.

10.3 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Contract.

10.4 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state, or federal laws.

10.5 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, the GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

10.6 Contract Oversight. GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

10.7 Cybersecurity Training Program. GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

10.8 Debarment and Suspension. Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

10.9 Debts and Delinquencies. To the extent permissible under applicable state and federal law and the underlying Federal Grant Award, GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

10.10 Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

10.11 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

10.12 Executive Head of a State Agency Affirmation. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE

represents and warrants that no person who served as an executive of OAG, in the past four (4) years, was involved with or has any interest in this Contract or grant award. To the extent GRANTEE employs or has used the services of a former executive of OAG, then GRANTEE certifies it has previously disclosed the following information: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with GRANTEE, and the date of employment with GRANTEE.

10.13 Law Enforcement Funding. To the extent applicable, GRANTEE represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

10.14 Legal Authority. GRANTEE represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Application and to provide such additional information as may be required.

10.15 No Use of Grant Money for Lobbying. GRANTEE represents and warrants that OAG's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

10.16 Open Meetings If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

10.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

10.18 Texas Public Information Act. Information, documentation, and other material in connection with this Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

10.19 Reporting Compliance. GRANTEE represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain backup documentation to support the reports.

10.20 Reporting Suspected Fraud and Unlawful Conduct. GRANTEE represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

10.21 Subaward Monitoring. GRANTEE represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

10.22 Does Not Boycott Israel. To the extent required by Texas Government Code, section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.23 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Contract, and except as provided by that Act, funds may not be distributed under this Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

10.24 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

10.25 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract or grant funding and acknowledges that the Contract may be terminated and all payments withheld if this certification is inaccurate.

10.26 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract or grant funding and acknowledges that this Contract may be terminated and all payments withheld if this certification is inaccurate.

10.27 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified Contract or grant funding and acknowledges that this Contract may be terminated and all payments withheld if this certification is inaccurate.

10.28 Business with Iran, Sudan, or Terrorist Organizations. GRANTEE hereby represents and warrants that it does not, and shall not for the duration of any resulting contract or purchase order hereunder, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE'S contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or GRANTEE'S contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish timely written notice to each other of any such claim.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to

and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this Contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this Contract.

Whereas federal funds are expended in this grant, Grantee also hereby grants the Office of Justice Programs (OJP) a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership with grant funds received under this Contract.

Grantee acknowledges and agrees that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Contract and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the Grantee's obligations to the OAG and OJP under this Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG or OJP such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the Contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Contract are considered program income. Unless otherwise required under the terms of this Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Contract term; program income not expended in this Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Dispute Resolution. The negotiation process provided for in Subchapter B of Chapter 2260 of the Texas Government Code shall be used to resolve any alleged breach of the Contract by OAG.

11.11 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.12 MOU between OAG and GRANTEE. The OAG and GRANTEE will have in place a Memorandum of Understanding that outlines the duties and responsibilities of GRANTEE as a member of the Internet Crimes Against Children Task Force. GRANTEE agrees to comply with the approved Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

11.13 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting this grant, the GRANTEE:

a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if GRANTEE learns or GRANTEE is notified that is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

SECTION 12 FEDERAL FUNDING TERMS AND CONDITIONS

12.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

12.2 Catalog of Federal Domestic Assistance Number. The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.543, titled “Missing Children’s Assistance.”

12.3 Byrd Anti-Lobbying Amendment, To the extent applicable, GRANTEE certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by GRANTEE to conduct such lobbying activities, GRANTEE shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), GRANTEE acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

12.4 Clean Air Act and Federal Water Pollution Control Act. GRANTEE represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

12.5 Compliance with Laws, Rules, and Requirements. GRANTEE represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, GRANTEE represents and warrants that it will comply with all requirements imposed by the OAG concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

12.6 Disclosure of Violations of Federal Criminal Law. Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

12.7 Federal Solid Waste Disposal Act. GRANTEE represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12.8 No Conflicts of Interest (Federal). GRANTEE represents and warrants its compliance with the OJP's conflict of interest policies in accordance 2 CFR § 200.112.

12.9 Records Retention (Federal). GRANTEE represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. OAG reserves the right to direct a GRANTEE to retain documents for a longer period of time or transfer certain records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subawards and subcontracts.

12.10 Special Provisions Due to Federal Funding.

12.10.1 Source of Federal Funds. The source of funds for this Contract are federal funds, specifically, the Internet Crimes Against Children (ICAC) Task Forces, conducted in accordance with Federal grant programs funded under the Catalog of Federal Domestic Assistance (CFDA) No. 16.543 Missing Children's Assistance.

12.10.2 Applicable Certifications and Assurances and other Provisions Due to Federal Funding. GRANTEE agrees to comply with all relevant federal requirements under the applicable federal grant program. GRANTEE agrees to comply with terms of the "Super Circular" (2 CFR Chapters I and II) in the event they are applicable to this award funded with federal funds.

SECTION 13

CONSTRUCTION OF CONTRACT AND AMENDMENTS

13.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Contract. To the extent the terms and conditions of this Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Contract.

13.2 Entire Agreement, including Exhibits. This contract, including all exhibits, reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Contract, including all exhibits.

13.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.


13.4 Partial Invalidity. If any term or provision of this Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

13.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Contract.

13.6 Official Capacity. The Parties agree that the signatories hereto are signing, executing and performing this Contract only in their official capacity.

13.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**OFFICE OF THE ATTORNEY
GENERAL OF TEXAS**

DocuSigned by:

F33DA093DEBC4E9...

Printed Name: Josh Reno
Office of the Attorney General

HAYS COUNTY SHERIFF'S OFFICE

DocuSigned by:

E5A92B62057C409...

Printed Name: Mark Cumberland
Authorized Official

GRANT CONTRACT

OAG Contract No. 2220127

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE agree that the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this Contract for reimbursement of all expenses, shall not exceed:

\$2,915.00 .

Subject to the limitations within this Contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	Amount
Personnel	\$0.00
Fringe Benefits	\$0.00
Professional & Contractual Services	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$2,915.00
Other Direct Operating Expenses	\$0.00
Total	\$2,915.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the acceptance of a \$100.00 donation to the Sheriff's Office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office received a donation of \$100.00 from a citizen who was assisted by Deputy James Azar. The citizen's letter states to use the donation as needed.

Budget Amendment
Special Projects Fund
Increase 052-618-00.4610 Contributions \$100.00
Increase 052-618-00.5222 Crime Prevention \$100.00

Deputy James
Azar

Sheriff Gary Cutler
810 S Stagecoach Trail
San Marcos, Tx 78666

5/27/2021

Dear Sheriff,

I would like tell you about one of your fine young deputies. I sorry I cannot remember his name. What had happened early morning in May I called an ambulance and went to the hospital in Buda. The new Baylor Scott White. They attended to me and I was better. My feet had been bothering me for two weeks when I finally decided I needed help. On my way to the hospital I took everything I thought was essential. My wallet, my keys and that's it. Well when the hospital released me I thought I would call a cab. I was told no cab came out there. Without a cell phone cannot get an UBER. So I thought since my feet were better I would try walking. I made it across the street to the fire station. Told them about my problem and they contacted the Sheriffs office and told me that a deputy would come and give me a ride home. I was very grateful for their help. When the officer arrived he helped me out and took me home. We had a pleasant conversation. When I got home I thanked him.

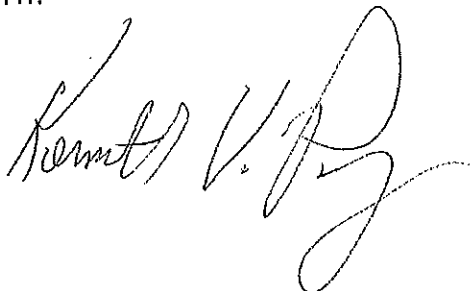
For some reason I feel that a thankyou was not enough. Enclosed is a check for \$100.00. Please use it as you see fit. I could not find any info on donations on the web site.

If there any questions just ask the deputy who took the man home that had a TEXAS Flag painted on his garage door. There should only be one person who could attest to that.

Again thank you and you officers for keeping Hays County a great place to live. If you ever drive by honk your horn.

Thanks again

Kenneth D Van Praag
[REDACTED]



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 extension of the carry over limit of employee vacation time for FY 2021 to December 31, 2021.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Britney Richey

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Approve the extension of the carry over limit of employee vacation time earned in Fiscal Year 2021 to December 31, 2021. Hays County employees that have an excess of 240 hours as of September 30, 2021, will have until December 31, 2021 to use FY 2021 excess vacation hours. Any employees earning more than 240 hours after September 30, 2021, for FY 2022, will have until September 30, 2022, to use vacation hours as per the Hays County Personnel Policy.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY22 Formula Grant Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	BECERRA	N/A

SUMMARY

This formula grant is available to Hays County to assist with the costs of the Fair Defense Act (FDA) and improve the indigent defense system. These funds can be used for investigator expenses, attorney fees, and expert witness expenses incurred by the County on criminal indigent cases. The grant application is submitted through an on-line web portal along-side the resolution for verification authorization. The funding period begins October 1, 2021 through September 30, 2022. The funding amount is determined by TIDC after the grant is submitted.

Attachments: FY22_TIDC Formula Grant_Hays County_Resolution

2022 Hays County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2021.

Ruben Becerra
County Judge

Attest:

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

Authorize the County Judge to execute a General and No Litigation Certificate of Hays County and Certificate of Approval of Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for Balcones Trails Apartments, located in Kyle, Hays County, Texas.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.



September 20, 2021

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Balcones Trails Apartments)

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Kyle, Hays County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the "*General Certificate*") and (ii) Certificate of Approval (the "*Approval*") for execution by Judge Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

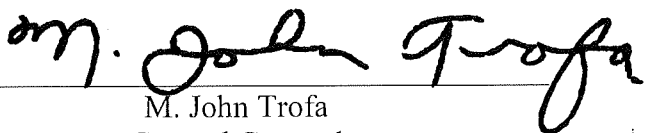
The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Code requires that you, as the chief elected executive officer of the County of Hays and "applicable elected representative" thereof, approve the issuance of the

Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on September 17, 2021, which was held telephonically by dialing into a toll-free number (the "*Public Hearing*"). A notice for the Public Hearing was published in the *Austin American-Statesman* on September 8, 2021. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Balcones Trails Apartments)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

**CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

I, the chief elected executive officer of Hays County, Texas, elected at-large by the voters of Hays County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the "*Corporation*") in an aggregate face amount of not more than \$50,000,000 (Balcones Trails Apartments) (the "*Bonds*"). The Bonds will be issued for the benefit of LDG Balcones Trails, LP or an affiliate thereof (the "*Borrower*"), in connection with the construction of an approximately 276-unit multifamily housing development to be located at the east side of IH-35 and the west side of Philomena Drive (generally north of Goodyear Auto Service), Kyle, Texas 78640 (the "*Development*"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

A public hearing was held on behalf of Hays County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Hays County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Hays County, Texas, the County Judge of Hays County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in Hays County, Texas, on the date set forth below.

Judge Ruben Becerra
Hays County, Texas

Dated: _____, 2021

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Balcones Trails Apartments) to be issued in a principal amount not to exceed \$50,000,000 (the "*Bonds*") for the benefit of LDG Balcones Trails, LP, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 276-unit multifamily housing development to be located at the east side of IH-35 and the west side of Philomena Drive (generally north of Goodyear Auto Service), Kyle, Texas 78640 (the "*Development*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 17, 2021, at 11:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), in connection with the issuance of the Bonds.
2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of Hays County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.
3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.
4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.
5. A copy of the Affidavit of Publication of Notice of Public Hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 17th day of September, 2021.

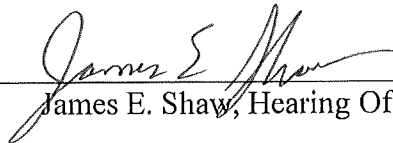

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the "*Issuer*") telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), on September 17, 2021, beginning at 11:00 a.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$50,000,000 of its Multifamily Housing Revenue Bonds (Balcones Trails Apartments) (the "*Bonds*") in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on September 8, 2021 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of Balcones Trails Apartments (the "*Development*"), located within the geographic limits of Hays County, Texas, by LDG Balcones Trails, LP, or an affiliate thereof (the "*Borrower*").

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the "*Hearing Officer*"), M. John Trofa, general counsel to the Issuer, Ryan J. Bowen and Evelyn Irwin of Chapman and Cutler LLP, bond counsel to the Issuer, and Jake Brown of LDG Multifamily, LLC, an affiliate of the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 11:15 a.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

Austin American-Statesman

statesman.com

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first published in issue dated 09/08/2021, last published in issue dated 09/08/2021, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
10 ROCKEFELLER PLAZA, STE 1016
12TH FLOOR
NEW YORK, NY 10020

Invoice/Order Number:	0000658424
Ad Cost:	\$688.20
Paid:	\$0.00
Balance Due:	\$688.20

Signed _____

James Mickler

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 9th day of September, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____

[Signature]
(Notary)

Please see Ad on following page(s).



**CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing telephonically at 11:00 a.m. Central time on Friday, September 17, 2021. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 11:00 a.m. Central time on Friday, September 17, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$50,000,000. The Bonds will be issued for the benefit of LDG Balcones Trails, LP, or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at the east side of IH-35 and the west side of Philomena Drive (generally north of Goodyear Auto Service), Kyle, Texas 78640 and consisting of approximately 276 units (the "Development"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.



& Goldendoodles, 5, 3 yr guar, vet ck, 791-8800



puppies ready to Registered, vaccinated, Non-d hypoallergenic. in Jonestown. 1137 for an ap in person. De-puppies.com



s ready bring joy Registered, vaccinated, Located in Jonestown. Call in person (or dog) PIES.COM



JACK PUPPIES . Colorado. \$2000 protonmail.com



reational



creation other/rec



by 4 CC XO1 Car-size, 29in wheel n. \$1.000! Call:



romotive



e/classic/collectible



romotive

a vendor. The Construction Manager reserves the right to reject any or all proposals, to waive any formalities in the proposal process and to accept the proposal which it considers to offer the best value to the Owner.

09-01, 09-08/21 0000657329-01

Request for Qualifications

The Upper Brushy Creek WCID, a local government, is requesting Qualifications from Accounting Firms for accounting services.

Interested firms or individuals may obtain a copy of the complete Request for Qualifications (RFQ) on the District website at ubcdams.org/212/bidding

All questions regarding the RFQ should be directed to Lisa Moravitz, District Clerk by email at: lisa.moravitz@ubcdams.org

All qualifications shall be submitted by email labeled "RFQ Qualifications" on September 29, 2021 at Noon.

9/8, 9/15/21 0000657939-01

Walden Wrecker Service, 2315 W Howard Lane, Austin, TX 78728, 512-778-9227, 0657194vst, www.1sttexas.gov Black 2008 Dodge Durango \$720.76. If the vehicle is not claimed 30 days after the date this notice is sent gives this vehicle storage facility the right to dispose of the vehicle. Additionally, failure to claim the vehicle is a waiver of all right, title, or interest in the vehicle and personal property and a consent to sell the vehicle at a public sale.

9/8/21 0000656224-01

Have you ever heard a stand up comic talk about all the "stuff" people collect? We buy stuff even though we have no room for stuff. Then we buy more stuff. It's so funny because we can all relate. Well, we can help you clean out some of that stuff and make a little money in the process. Call or go online to place your merchandise ad today.

Alcoholic Beverage Commission for an MB Mixed Beverage Permit by Mariely Figueroa Hernandez dba Los Jarochos Dos Inc, to be located at 13609 N IH 35 B, Austin, Travis County, Texas. Officers of said corporation are Mariely Figueroa Hernandez/Director.

09-07, 09-08/21 0000658363-01

Application has been made with the Texas Alcoholic Beverage Commission for an MB Mixed Beverage Permit with Late Hours by Dayana Figueroa dba Sabor Veracruz Inc, to be located at 12601 TECH RIDGE BLVD STE. A100, Austin, Travis County, Texas. Officers of said corporation are Dayana Figueroa/Director.

09-07, 09-08/21 0000658364-01

Have inter-office communications become more aggressive than the local college football game? If so, check out the help wanted ads in the Classifieds to find something new. Something you won't need shoulder pads and a face mask for!

the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "Sponsoring Political Subdivisions").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "Bonds") in an aggregate face amount of not more than \$50,000,000. The Bonds will be issued for the benefit of LDG Balcones Trails, LP, or an affiliate thereof (the "Borrower"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at the east side of IH-35 and the west side of Philomena Drive (generally north of Goodyear Auto Service), Kyle, Texas 78640 and consisting of approximately 276 units (the "Development"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.



notice to creditor

NOTICE TO CREDITORS

Notice is hereby given that on the 25th day of August, 2021, Letters Testamentary upon the Estate of Mary C. Thompson, Deceased, were issued to Richard W. Thompson, as Independent Executor of said Estate, in proceedings in the Probate Court No. 1 of Travis County, Texas, numbered C-1-PB-21-001604, and pending in said Court, and that he now holds such letters.

All persons having claims against the Estate are hereby required to present the same to the said Richard W. Thompson, Independent Executor of said Estate, at the post office address given below and within the time prescribed by law.

The residence of said Independent Executor is in the City of Austin, Travis County, Texas, and his post office address is as follows:

Mr. Richard W. Thompson
5711 Lands End St.
Austin, Travis County, TX 78734

Dated the 31st day of August, 2021.

FIZER, BECK, WEBSTER, BENTLEY & SCROGGINS, a professional corporation

By Matthew G. Lueders

State Bar No.: 24099888
Attorneys for Richard W. Thompson,



notice to creditor

Independent Executor of the Estate of Mary C. Thompson, Deceased
5718 Westheimer Road, Suite 1750
Houston, Texas 77057
Telephone: (713) 840-7710
Facsimile: (713) 963-8469
Email: mlueders@fizerbeck.com

09-08/21 0000658434-01



"Application has been made with the Texas Alcoholic Beverage Commission for a Wine-ry Permit (G) by US Natural Wine LLC, dba US Natural Wine, to be located at 9705 Burnet Road Suite 406, Austin, Travis County, Texas. Members of said corporation are Angelica McPhee and Jake Raymond."

9/8, 9/9/21 0000658676-01

WATER DISTRICT NOTICE OF PUBLIC HEARING ON TAX RATE

The Tanglewood Forest Limited District will hold a public hearing on a proposed tax rate for the tax year 2021 on Wednesday, September 15, 2021, at 6:00 p.m., at the Tanglewood Pool House, 9809 Curlew Drive, Austin, Texas. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

FOR the proposal: Directors Peterson, Dowling, Krueger and Schauer
AGAINST the proposal: Director Castille
PRESENT and not voting: None
ABSENT: None

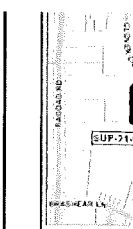
The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	\$0.1896/\$100	\$0.01865
Difference in rates per \$100 of value		-\$0.0031
Percentage increase/decrease in rates (+/-)		154
Average appraised residence		-1.6350%

Let Us
Help You
Celebrate
Your
Special
Day

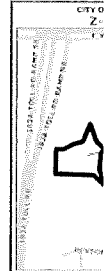
To place your
ad call

512-445-4020



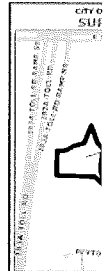
Z-21-015
A request by Krzone approx from Developo to General Bus at 580 Spanish There is also c Plan (FLUP) conjunction wi to change for Residential (N Office/Retail/C (FLU-21-008).

Agent: Sean C Phone: (512) 5



SUP-21-005
A request by I for a Special L allow the out amusement, approximately at 580 Spanish

Agent: Sean C Phone: (512) 5



For more info call the applicator call the Plannir (512) 401-5058.

Z-21-012
A request by Capital Fundir approximately Professional General Busin at the south Arrow Point Whitestone Bl a Future Lanc amendment Ir the zoning ca Local Office/ (LOC) to Regl Commercial (F

Agent: Nikelle Phone: (512) 9



For more info call this applicator

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 a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Lockhart Farms Apartments, located Lockhart, Caldwell County, Texas, The Narrows Apartments, located in Hutto, Williamson County, Texas.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

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

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.



September 20, 2021

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Lockhart Farms Apartments)

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$15,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Lockhart, Caldwell County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation,

using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Lockhart Farms Apartments)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]



September 20, 2021

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(The Narrows Apartments)

Dear Mr. Kennedy:


The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Hutto, Williamson County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE
CORPORATION

By 
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (The Narrows Apartments)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

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 specifications for IFB 2022-B01 Duty & Training Ammunition and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE

CONSENT

MEETING DATE

October 5, 2021

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

Hays County is issuing this Invitation to Bid (IFB) to select one or more vendors to provide Duty & Training Ammunition, new and reloads, as specified in this solicitation. This IFB will be utilized by the Hays County Sheriff's Department, as well as other Hays County Offices.

Attached:

Solicitation: IFB 2022-B01 Duty & Training Ammunition

Attachment A: Bid Form



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B01
Duty & Training Ammunition

Date Issued: October 7, 2021

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time October 28, 2021.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be received in writing no later than 5:00 on October 20, 2021

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

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I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ____ 1. Solicitation, Offer and Award Form completed and signed
- ____ 2. Mandatory Bid Form: Attachment A
- ____ 3. Vendor Reference Form

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire completed and signed
- ____ 2. Code of Ethics signed
- ____ 3. HUB Practices signed
- ____ 4. House Bill 89 Verification signed and notarized
- ____ 5. Senate Bill 252 Certification
- ____ 6. Debarment & Licensing Certification signed and notarized
- ____ 7. Vendor/Bidder's Affirmation completed and signed
- ____ 8. Related Party Disclosure Form
- ____ 9. Any addenda applicable to this solicitation

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

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct one (1) hard copy or
- ____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** IFB 2020-B01
Duty & Training Ammunition
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, October 28, 2021; 12:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** November 2021 – September 2022
- 7. Optional Contract Terms:** Four (4), one (1) year renewal options
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than October 20, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

October 7, 2021	Issuance of RFP
October 20, 2021	Deadline for Submission of Questions (5:00 PM CT)
October 28, 2021	Deadline for Submission of Bids (12:00 PM CT) Late bids will not be accepted.
November 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is issuing this Invitation to Bid (IFB) to select one or more vendors to provide Duty & Training Ammunition, new and reloads, as specified in this solicitation. This IFB will be utilized by the Hays County Sheriff's Department, as well as other Hays County Offices.

B. Scope of Work

Hays County is looking to secure a contract with a vendor(s) who can provide remanufactured/reload and/or factory new ammunition. See pricing sheet for additional specification (caliber, grain, etc.) for each of the Hays County Departments. Brand names and numbers, when used are for reference to indicate the character or quality desired, unless specifically stated "No substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Remanufactured/Reload/Match Ammunition:

- All ammunition must be of composition specified.
- Shell casings are to be of brass or tin composition, No aluminum cases.
- Ammunition to be quoted with brass exchange figured in.
- Thirty (30) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

Factory New Ammunition:

- All ammunition shall be of the brand directly specified under Manufacturer and must be of corresponding product #. If "Any" is indicated, any factory manufacturer may be used; however, the ammunition must be new.
- Shell casings are to be of brass or tin composition. No aluminum cases.
- No reloaded shell casings or remanufactured ammunition.
- Must be in factory cartons/boxes, no ammo cans or bulk packaging.
- No brass credit or brass exchange figured into pricing.
- Forty-five (45) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

C. Qualifications

RESPONSIBILITY: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Have a minimum three years' experience providing ammunition. Proof of experience shall be provided in the form of at least three references.
- Vendors must be authorized by the manufacturer to sell the ammunition specified herein
- Vendors must have all the required licenses, certifications, etc. to sell ammunition.

- In addition, any personnel driving a vehicle on County property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

COMPLIANCE WITH LAWS: The successful vendor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful vendor will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

D. Pricing

The vendor must provide the cost of duty & training ammunition on the mandatory bid form, Attachment A: IFB 2021-B13 Bid Form. Alternative products and like products shall be priced individually.

Bid forms shall include the following:

- Prices quoted shall be for new products in current production unless otherwise specified.
- Refurbished or discontinued items are offered they shall be clearly identified as such.
- Prices quoted shall be exclusive of any discounts/rebates due to the County. Any discounts/rebates the County may be entitled to should be shown in the discount column and then calculated into the Extended Total.
- In cases where discrepancies are found on the bid form when computing the total price, the unit price prevails.

All prices will be proposed F.O.B. Destination, include all delivery and any additional charges and remain in effect as specified in the bid.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Estimated Quantities: Quantities indicated are estimates for bid award purposes. Vendor shall supply items as per bid and hold the County harmless for increase or decrease in quantities.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <https://www.bls.gov/cpi/>. Hays County reserves the right to approve or disapprove any request for increased prices.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

- Mailed or Dropped off Proposals: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

- One (1) original proposal with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- Electronic Proposals: One of the items below MUST be received by the due date & time
 - Upload proposal with required forms manually signed by Respondent
 - Purchasing Department MUST also receive a hard copy of the proposal

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court. Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

The bid award shall be based on but not necessarily limited to, the following factors:

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- The quality of the Vendor's goods or services
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all products upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be one hundred twenty (120) calendar days.

The successful bidder expressly warrants that all products specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of products upon notification by the County and without additional expense to the County.

MULTIPLE AWARDS can be made. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court in November 2021 and be effective through September 30, 2022. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

H. Safety & Product Warranty

Safety Warranty: Seller warrants that the product sold to Hays County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within 10 days, correction made by the County will be at the Seller's Expense.

Product Warranty: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the IFB.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
- 5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
- 6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
- 7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
- 8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
- 9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div><input type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Attachment A
IFB 2021-B13 Duty & Training Ammunition
Bid Form

Bid forms shall include the following:

- Prices quoted shall be for new products in current production unless otherwise specified.
- Refurbished or discontinued items are offered they shall be clearly identified as such.
- Prices quoted shall be exclusive of any discounts/rebates due to the County. Any discounts/rebates the County may be entitled to should be shown in the discount column and then calculated into the Extended Total.
- In cases where discrepancies are found on the bid form when computing the total price, the unit price prevails.

All prices will be proposed F.O.B. Destination, include all delivery and any addition charges and remain in effect as specified in the bid.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Estimated Quantities: Quantities indicated are estimates for bid award purposes. Vendor shall supply items as per bid and hold the County harmless for increase or decrease in quantities.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <https://www.bls.gov/cpi/>. Hays County reserves the right to approve or disapprove any request for increased prices.

Basis of Award: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

Remanufactured/Reload/Match Ammunition:

Item	Rounds	Unit Price	Discount	Extended Total (w/discount)	Brand Specification
9 MM Luger 115gr	1000				
40 SW 180gr	1000				
45 Auto 230gr	1000				
223 Remington 62gr	1000				

Factory New Ammunition:

Item	Rounds	Unit Price	Discount	Extended Total (w/discount)	Brand Specification
5.56 55gr	1000				Winchester
5.56 62gr	500				PMC X-TAC
9 MM 115gr FMJ	1000				Speer Lawman
9 MM 115gr FMJ	1000				Winchester
9 MM Luger 115gr	1000				Hornady
9 MM Luger 115gr	1000				Federal Cartridge
9 MM Luger 90gr*	1000				Federal Cartridge

9 MM 124gr Tactical	500				Speer LE Gold Dot
9 MM 124gr Training	500				Federal
9 MM 124gr Training	500				Speer
9 MM >= 124 JHP	500				Federal
9 MM >= 124 JHP	500				Speer
40 SW 125gr*	1000				Federal Cartridge
40 SW 125gr*	1000				Hornady
40 SW 180gr	1000				Hornady
40 SW 180gr	1000				Federal Cartridge
40 Cal 165gr FMJ	1000				American Eagle
40 Cal 165gr FMJ	1000				Federal
40 Cal 180gr Tactical	1000				Federal Premium LE
45 Auto 155gr*	1000				Federal Cartridge
45 Auto 155gr*	1000				Hornady
45 Auto 230gr	1000				Hornady
45 Auto 230gr	1000				Federal Cartridge
45 ACP (+ or -) 230 Training	200				Federal
45 ACP (+ or -) 230 Training	200				Speer
45 ACP (+ or -) 230 JHP	100				Federal
45 ACP (+ or -) 230 JHP	100				Speer
223 Remington 62gr	1000				Hornady
223 Remington 62gr	1000				Federal Cartridge
223 Remington 45gr*	1000				Federal Cartridge
168gr .308 Caliber	1000				Hornady TAP
168gr .308 Caliber	1000				Federal Cartridge
12ga 2 ¾ inch/1oz slug	1000				Federal Prem. LE (low recoil HP Rifled Slug)
12ga 2 ¾ inch/8 pellet	1000				Federal – Controlled Flight
12ga 2 ¾ inch/9 pellet 00	1000				Winchester LE Ranger (Low Recoil Buckshot)

*Frangible

Alternative Brands
Factory New Ammunition:

Item	Rounds	Unit Price	Discount	Extended Total (w/discount)	Brand Specification

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 a \$10,000 contribution from the Ann V Farr Memorial Foundation on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 5, 2021	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received a contribution from Ann V Farr Memorial Foundation utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for operational expenses;

- >Basic clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the Performance Bond No. SUR0070209 in the amount of \$1,111,890.25 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 6.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 5, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Trails at Windy Hill, Phase 6 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

PERFORMANCE BOND

Bond No. SUR0070209

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton Inc. (hereinafter referred to as "PRINCIPAL"), and Argonaut Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of One Million One Hundred Eleven Thousand Eight Hundred Ninety and 25/100 Dollars (\$1,111,890.25), which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/ Trails at Windy Hill Phase 6 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Roadway/Pavement Improvements

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should

fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 20th DAY OF September, 2021 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba
D.R. Horton Inc.

By: [Signature]
Name: Adib R Khourey
As its: Asst Secretary

ADDRESS:
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

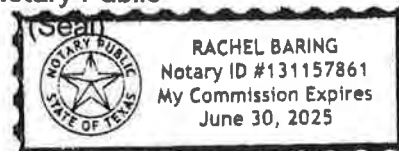
STATE OF TEXAS)
COUNTY OF TRAVIS
Williamson

BEFORE ME personally appeared Adib R. Khourey who is personally known to me, or has produced COA - Certificate of Ass. Secretary as identification, and who executed the foregoing instrument as Asst. Secretary of Continental Homes of Texas, L.P., and severally acknowledged to and before me that [he] [she] executed such instrument as Officer of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20 day of September, 2016.

My commission expires:

Notary Public



SURETY

Argonaut Insurance Company

WITNESS:

Sinem Nava
Sinem Nava, Witness

BY: James I. Moore
James I. Moore, Attorney-in-Fact
(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:

P.O. Box 469011

San Antonio, TX 78246

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

BEFORE ME personally appeared James I. Moore who is personally known to me, or has produced N/A as identification, and who executed the foregoing instrument as Attorney-in-Fact of Argonaut Insurance Company, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of September, 2021.

My commission expires: March 29, 2024

Dawn L. Morgan
Notary Public

(Seal)



EXHIBIT A

TRAILS AT WINDY HILL PHASE 6 IMPROVEMENTS

HAYS COUNTY, TEXAS

ROADWAY IMPROVEMENTS OPC - June 3, 2021

SECTION 13 - PAVING IMPROVEMENTS						
BID ITEM	REFERENCE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
13-01	HAYS COUNTY	SUBGRADE PREPARATION, PER SQUARE YARD, CIP	22,893	SY	\$ 2.25	\$ 51,509.25
13-02	HAYS COUNTY	CRUSHED LESTONE BASE, 15-INCH THICKNESS, PER SQUARE YARD, CIP	19,575	SY	\$ 13.75	\$ 269,156.25
13-03	HAYS COUNTY	GEOGRID, PER SQUARE YARD, CIP	22,893	SY	\$ 2.00	\$ 45,786.00
13-04	HAYS COUNTY	LIME TREATED SUBGRADE, PER SQUARE YARD, CIP	22,893	SY	\$ 7.50	\$ 171,697.50
13-05	HAYS COUNTY	HMAC, 2-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP	15,221	SY	\$ 11.25	\$ 171,236.25
13-06	HAYS COUNTY	CRUSHED LESTONE BASE, 18-INCH THICKNESS, PER SQUARE YARD, CIP	3,318	SY	\$ 17.25	\$ 57,235.50
13-07	HAYS COUNTY	HMAC, 3-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP	2,781	SY	\$ 16.50	\$ 45,886.50
13-08	HAYS COUNTY	MACHINE LAID P.C. CONCRETE CURB AND GUTTER, PER LINEAR FOOT, CIP	7,876	LF	\$ 18.75	\$ 147,675.00
13-09	HAYS COUNTY	P.C. CONCRETE RIBBON CURB, PER LINEAR FOOT, CIP	73	LF	\$ 24.75	\$ 1,806.75
13-10	HAYS COUNTY	P.C. CONCRETE SIDEWALK, 4-FEET WIDE, 4-INCH THICKNESS, PER LINEAR FOOT, CIP	2,795	LF	\$ 24.75	\$ 69,176.25
13-11	HAYS COUNTY	P.C. CONCRETE SIDEWALK CURB RAMP WITH PAVERS, PER EACH, CIP	26	EA	\$ 1,180.00	\$ 30,680.00
13-12	HAYS COUNTY	STREET END BARRICADES, PER LUMP SUM, CIP	1	LS	\$ 1,125.00	\$ 1,125.00
13-13	HAYS COUNTY	SIGNING AND STRIPING, PER LUMP SUM, CIP	1	LS	\$ 13,200.00	\$ 13,200.00
13-14	HAYS COUNTY	CONCRETE VALLEY GUTTERS, PER EACH, CIP	6	EA	\$ 5,920.00	\$ 35,520.00
13-15	HAYS COUNTY	SAW CUT AND TIE TO EXISTING STREET, PER EACH, CIP	2	EA	\$ 100.00	\$ 200.00
SUBTOTAL PAVING IMPROVEMENTS						\$ 1,111,890.25

SECTION 13 - PAVING IMPROVEMENTS \$ 1,111,890.25

TOTAL FOR PHASE 6 CONTRACT (SUM OF ALL IMPROVEMENTS) \$ 1,111,890.25



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of September, 2021



James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

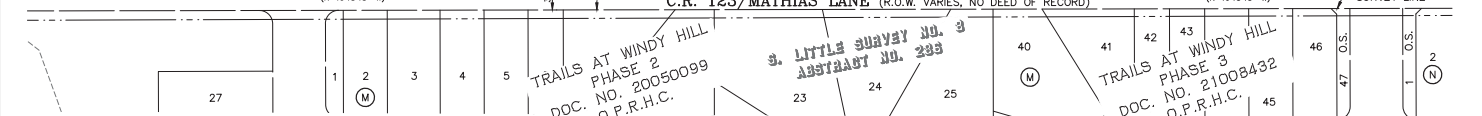
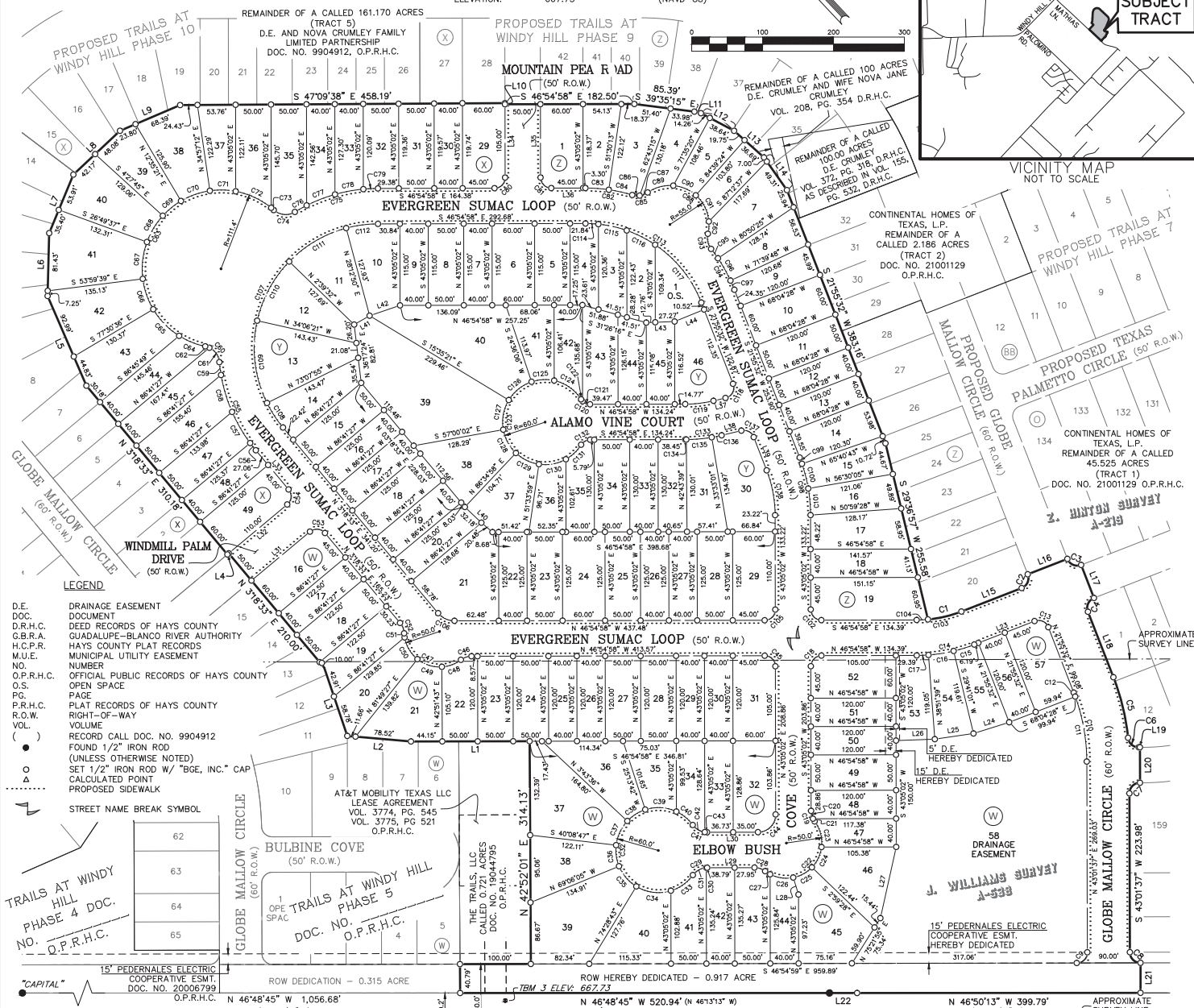
BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT ITS INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13925622.51
GRID EASTING: 2345795.99
ELEVATION: 663.93'

BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13924487.97
GRID EASTING: 2348483.39
ELEVATION: 667.73'



LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	127	19,182 AC.
RIGHT-OF-WAY	—	6,204 AC.
OPEN SPACE	1	0.108 AC.
DRAINAGE EASEMENT	1	2,162 AC.
RIGHT-OF-WAY DEDICATION	—	0.917 AC.
TOTAL	129	28,573 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	LENGTH	STREET CLASSIFICATION
ALAMO VINE COURT	50 FT.	307 FT.	LOCAL
ELBOW BUSH COVE	50 FT.	468 FT.	LOCAL
EVERGREEN SUMAC LOOP	50 FT.	2,783 FT.	LOCAL
GLOBE MALLOW CIRCLE	60 FT.	574 FT.	MINOR COLLECTOR
MOUNTAIN PEA ROAD	50 FT.	143 FT.	LOCAL
WINDMILL PALM DRIVE	50 FT.	148 FT.	LOCAL
TOTAL LINEAR FEET		4,423 FT.	

BEARING BASIS:
BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

OWNERS: CONTINENTAL HOMES OF TEXAS, L.P.
ADDRESS: 10700 PECAN PARK BLVD., SUITE 400
AUSTIN, TX 78750
PHONE: (512) 345-4663 FAX: _____

ACREAGE: 28,573 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219 & JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538

FINAL PLAT

TRAILS AT WINDY HILL PHASE 6

A SUBDIVISION OF 28,573 ACRES OF LAND LOCATED IN THE Z. HINTON SURVEY, ABSTRACT NO. 219 AND JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538 HAYS COUNTY, TEXAS

207

NUMBER AND ACREAGE BY LOT TYPE:

RESIDENTIAL: 127 LOTS/19,182 ACRES
OPEN SPACE: 1 LOT/0.108 ACRE
DRAINAGE EASEMENT: 1 LOT/2,162 ACRES
RIGHT-OF-WAY: 6,204 ACRES
RIGHT-OF-WAY DEDICATION: 0.917 ACRE

PLAT PREPARED: 04/23/2020

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
PHONE: (512) 879-0441 FAX: _____

ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
PHONE: (512) 879-0433 FAX: _____

BEARING BASIS:
BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

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BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

SHEET 1 OF 3

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 46°54'58" W	167.34'
L2	N 41°50'42" W	90.18'
L3	N 24°31'18" E	101.69'
L4	N 86°41'27" W	2.50'
L5	N 19°48'52" E	137.82'
L6	N 44°37'49" E	88.68'
L7	N 65°38'28" E	89.30'
L8	N 89°58'11" E	90.24'
L9	S 69°56'55" E	92.20'
L10	S 43°05'02" W	1.63'
L11	S 33°11'23" E	9.50'
L12	S 18°51'22" E	52.89'
L13	S 05°08'49" E	56.44'
L14	S 08°06'13" W	56.30'
L15	S 68°04'28" E	91.19'
L16	S 68°04'28" E	60.00'
L17	S 21°55'32" W	50.00'
L18	S 21°55'32" W	99.08'
L19	S 46°58'23" E	1.77'
L20	S 43°01'37" W	50.00'
L21	S 43°09'47" W	42.32'
L22	N 46°52'05" W	38.95'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L23	N 68°04'28" W	91.19'
L24	S 64°13'20" E	52.82'
L25	S 55°09'08" E	55.10'
L26	S 48°53'17" E	54.75'
L27	S 55°44'22" W	102.93'
L28	N 25°59'07" E	25.09'
L29	N 46°54'58" W	66.73'
L30	S 46°54'58" E	71.73'
L31	N 86°41'27" W	107.50'
L32	S 86°41'27" W	107.50'
L33	N 03°18'33" E	72.06'
L34	N 43°05'02" E	103.37'
L35	S 43°05'02" W	103.37'
L36	S 46°54'58" E	48.30'
L37	N 60°04'28" W	17.41'
L38	S 60°04'28" E	28.66'
L39	S 21°55'32" W	50.24'
L40	N 04°28'11" W	52.63'
L41	S 76°41'58" E	25.12'
L42	S 65°35'27" W	45.30'
L43	S 48°59'01" E	40.03'
L44	S 68°57'01" E	44.87'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
16	W	7,302
17	W	4,900
18	W	6,125
19	W	6,380
20	W	6,656
21	W	8,855
22	W	5,696
23	W	6,000
24	W	6,000
25	W	4,800
26	W	4,800
27	W	6,000
28	W	6,000
29	W	4,800
30	W	4,800
31	W	7,152
32	W	7,597
33	W	5,154
34	W	4,598
35	W	5,690
36	W	7,886
37	W	12,162

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
38	W	7,682
39	W	13,287
40	W	8,624
41	W	5,960
42	W	5,411
43	W	6,688
44	W	4,774
45	W	9,931
46	W	8,029
47	W	4,340
48	W	4,790
49	W	6,000
50	W	4,800
51	W	4,800
52	W	7,152
53	W	6,003
54	W	5,400
55	W	5,328
56	W	4,800
57	W	7,152
58	W	94,163

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
29	X	7,144
30	X	4,786
31	X	5,973
32	X	5,969
33	X	4,923
34	X	5,368
35	X	7,548
36	X	6,567
37	X	5,446
38	X	8,452
39	X	6,716
40	X	9,195
41	X	11,291
42	X	9,486
43	X	8,719
44	X	6,220
45	X	6,612
46	X	7,175
47	X	6,435
48	X	5,002
49	X	7,452

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Y	4,694
2	Y	4,733
3	Y	4,889
4	Y	4,666
5	Y	5,750
6	Y	6,900
7	Y	4,600
8	Y	5,750
9	Y	4,600
10	Y	7,381
11	Y	7,680
12	Y	8,015
13	Y	10,116
14	Y	6,458
15	Y	6,250
16	Y	5,000
17	Y	5,000
18	Y	6,250
19	Y	5,000
20	Y	5,059
21	Y	11,409
22	Y	5,000
23	Y	6,250

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
24	Y	7,500
25	Y	6,250
26	Y	5,000
27	Y	5,000
28	Y	6,250
29	Y	7,452
30	Y	9,486
31	Y	6,136
32	Y	5,232
33	Y	5,200
34	Y	6,500
35	Y	4,767
36	Y	4,375
37	Y	7,237
38	Y	8,062
39	Y	21,714
40	Y	16,068
41	Y	5,331
42	Y	4,676
43	Y	6,640
44	Y	4,825
45	Y	4,632
46	Y	8,192

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	7,054
2	Z	5,397
3	Z	7,170
4	Z	5,614
5	Z	4,866
6	Z	4,464
7	Z	7,871
8	Z	5,697
9	Z	5,069
10	Z	7,200
11	Z	6,000
12	Z	4,800
13	Z	4,800
14	Z	6,177
15	Z	5,507
16	Z	5,402
17	Z	7,140
18	Z	5,855
19	Z	9,448

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	48.64'	175.00'	15°55'29"	S 60°06'44" E	48.48'
C2	23.56'	15.00'	90°00'00"	N 66°55'32" E	21.21'
C3	23.56'	15.00'	90°00'00"	S 23°04'28" E	21.21'
C4	23.56'	15.00'	90°00'00"	S 66°55'32" W	21.21'
C5	88.14'	330.00'	15°18'10"	N 29°34'37" E	87.88'
C6	22.04'	15.00'	84°12'05"	S 04°52'21" E	20.11'
C7	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C8	23.56'	15.00'	89°56'36"	S 01°56'41" E	21.20'
C9	23.58'	15.00'	90°03'23"	N 88°03'19" E	21.22'
C10	99.44'	270.00'	21°06'05"	N 32°28'34" E	98.88'
C11	93.52'	270.00'	19°50'41"	N 33°06'16" E	93.05'
C12	5.92'	270.00'	17°15'24"	N 22°33'14" E	5.92'
C13	23.56'	15.00'	90°00'00"	N 23°04'28" W	21.21'
C14	83.09'	225.00'	21°09'30"	S 57°29'43" E	82.62'
C15	30.47'	225.00'	7°45'30"	S 64°11'43" E	30.44'
C16	36.04'	225.00'	9°10'38"	S 55°43'40" E	36.00'
C17	16.58'	225.00'	4°13'23"	S 49°01'40" E	16.58'
C18	23.56'	15.00'	90°00'00"	S 88°05'02" W	21.21'
C19	16.09'	25.00'	36°52'12"	S 24°38'56" W	15.81'
C20	11.55'	25.00'	26°27'50"	S 29°51'07" W	11.44'
C21	4.54'	25.00'	10°24'22"	S 11°25'01" W	4.53'
C22	142.89'	50.00'	16°34'42"3"	N 88°05'02" E	98.99'
C23	38.33'	50.00'	4°35'28"	N 28°10'34" E	37.40'
C24	32.18'	50.00'	36°52'14"	N 68°34'25" E	31.62'
C25	30.47'	50.00'	34°54'55"	S 75°32'00" E	30.00'
C26	33.58'	50.00'	38°28'38"	S 38°50'14" E	32.95'
C27	8.34'	50.00'	9°33'09"	S 14°49'21" E	8.33'
C28	16.09'	25.00'	36°52'12"	N 28°28'53" W	15.81'
C29	23.55'	25.00'	53°58'05"	N 73°54'01" W	22.69'
C30	1.21'	25.00'	2°46'59"	N 48°18'28" W	1.21'
C31	22.33'	25.00'	51°11'06"	N 75°17'30" W	21.60'
C32	301.53'	60.00'	28°56'10"	S 43°05'02" W	70.59'
C33	38.73'	60.00'	36°59'08"	S 82°23'30" E	38.06'
C34	50.66'	60.00'	48°22'38"	S 39°42'36" E	49.17'
C35	38.14'	60.00'	36°25'12"	S 02°41'19" W	37.50'
C36	30.32'	60.00'	28°57'18"	S 35°22'34" W	30.00'
C37	38.14'	60.00'	36°25'12"	S 68°03'49" W	37.50'
C38	30.32'	60.00'	28°57'18"	N 79°14'57" W	30.00'
C39	45.00'	60.00'	42°58'31"	N 43°17'02" W	43.96'
C40	30.21'	60.00'	28°50'54"	N 07°22'20" W	29.89'
C41	23.55'	25.00'	53°58'05"	S 19°55'56" E	22.69'
C42	20.27'	25.00'	46°27'27"	S 16°10'36" E	19.72'
C43	3.28'	25.00'	7°30'39"	S 43°09'47" W	3.27'
C44	39.27'	25.00'	90°00'00"	N 88°05'02" E	35.36'
C45	23.56'	15.00'	90°00'00"	N 01°54'58" W	21.21'
C46	16.09'	25.00'	36°52'12"	N 65°21'04" W	15.81'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C47	108.18'	50.00'	123°57'55"	S 21°48'12" E	88.28'
C48	29.01'	50.00'	33°14'40"	S 67°09'50" E	28.61'
C49	36.97'	50.00'	42°21'57"	S 29°21'31" E	36.13'
C50	36.46'	50.00'	41°47'02"	S 12°42'58" W	35.66'
C51	5.73'	50.00'	6°34'16"	S 36°53'37" W	5.73'
C52	16.09'	25.00'	36°52'12"	N 21°44'39" E	15.81'
C53	23.56'	15.00'	90°00'00"	N 41°41'27" W	21.21'
C54	23.56'	15.00'	90°00'00"	N 48°18'33" E	21.21'
C55	136.58'	225.00'	34°46'51"	S 20°41'59" W	134.50'
C56	12.94'	225.00'	3°17'45"	S 04°57'26" W	12.94'
C57	50.84'	225.00'	12°56'50"	S 13°04'44" W	50.74'
C58	54.53'	225.00'	13°53'06"	S 26°29'42" W	54.39'
C59	18.27'	225.00'	4°39'09"	S 35°45'50" W	18.27'
C60	31.98'	25.00'	7°31'65"	N 01°26'57" E	29.84'
C61	25.82'	25.00'	59°10'42"	N 08°30'03" E	24.69'
C62	6.15'	25.00'	14°06'14"	N 28°08'24" W	6.14'
C63	408.63'	111.41'	21°09'02"	S 69°53'00" W	215.15'
C64	39.88'	111.41'	20°30'43"	S 24°56'09" E	39.67'
C65	52.83'	111.41'	27°10'11"	S 01°05'42" E	52.34'
C66	45.73'	111.41'	23°30'57"	S 24°14'52" W	45.41'
C67	52.83'	111.41'	27°10'03"	S 49°35'22" W	52.33'
C68	43.49'	111.41'	22°21'51"	S 74°21'19" W	43.21'
C69	33.16'	111.41'	17°03'07"	N 85°56'12" W	33.03'
C70	43.49'	111.41'	22°21'51"	N 66°13'43" W	43.21'
C71	36.64'	111.41'	18°50'34"	N 45°37'31" W	36.47'
C72	55.77'	111.41'	28°41'01"	N 21°51'43" W	55.19'
C73	4.82'	111.41'	2°28'43"	N 06°16'51" W	4.82'
C74	31.98'	25.00'	7°31'65"	S 41°40'57" E	29.84'
C75	123.34'	225.00'	31°24'26"	N 62°37'11" W	121.80'
C76	19.01'	225.00'	4°50'31"	N 75°54'09" W	19.01'
C77	42.94'	225.00'	10°56'04"	N 68°00'52" W	42.87'
C78	40.73'	225.00'	10°22'18"	N 57°21'41" W	40.67'
C79	20.65'	225.00'	5°15'33"	N 49°32'45" W	20.65'
C80	23.56'	15.00'	90°00'00"	N 88°05'02" E	21.21'
C81	23.56'	15.00'	90°00'00"	S 01°54'58" E	21.21'
C82	66.96'	225.00'	17°03'04"	N 38°23'26" W	66.71'
C83	33.07'	225.00'	8°25'12"	N 42°42'23" W	33.04'
C84	33.89'	225.00'	8°37'53"	N 34°10'50" W	33.86'
C85	22.68'	25.00'	51°58'51"	S 55°51'19" E	21.91'
C86	10.57'	25.00'	24°14'00"	S 41°58'54" E	10.50'
C87	12.11'	25.00'	27°44'51"	S 67°58'19" E	11.99'
C88	133.26'	55.00'	138°49'27"	N 12°26'01" W	102.97'
C89	38.36'	55.00'	39°57'35"	N 61°51'57" W	37.59'
C90	35.13'	55.00'	36°35'33"	N 23°35'23" W	34.53'
C91	42.32'	55.00'	44°04'58"	N 16°44'53" E	41.28'
C92	17.46'	55.00'	18°11'20"	N 47°53'02" E	17.39'

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P. BEING THE OWNER OF A 45.525 ACRE TRACT OF LAND SAVE AND EXCEPT A 0.721 ACRE TRACT OF LAND AND THE OWNER OF A 2.186 ACRE TRACT OF LAND, BOTH AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOC. NO. 21001129 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.412 ACRES OF LAND OUT OF THE JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538 AND THE Z. HINTON SURVEY, ABSTRACT NO. 219, BOTH SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 6

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

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

ADIB KHOURY, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADIB KHOURY, ASSISTANT SECRETARY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

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

**PRELIMINARY, THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

5/19/2021
DATE



STATE OF TEXAS §
COUNTY OF HAYS §

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

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO--WT:

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

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

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

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

TRAILS AT WINDY HILL PHASE 6 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE

KURT SELL, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1

DATE

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION,
AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20____, A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

REVIEWED BY:

LEON BARBA, CITY ENGINEER

DATE

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

DATE

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER. THIS SUBDIVISION FALLS WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
4. THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0291F, AND 48209C0293F BOTH REVISED SEPTEMBER 2, 2005.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
7. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO HAYS COUNTY SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
9. GAS IS PROVIDED BY CENTERPOINT ENERGY.
10. TELEPHONE/CABLE PROVIDED BY FRONTIER.
11. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
12. WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
13. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
14. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
15. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY R.O.W.
16. THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 129. THE AVERAGE LOT SIZE IS 0.171 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 1. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 128.
17. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
18. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
19. THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
20. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.
21. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE VISIBLE FOR REVIEW UPON REQUEST.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER _____

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

ELAINE H. CARDENAS, MBA, PHD
COUNTY CLERK
HAYS COUNTY, TEXAS

FINAL PLAT
**TRAILS AT
WINDY HILL PHASE 6**

A SUBDIVISION OF 28.573 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219 AND
JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the Performance Bond No. SUR0070208 in the amount of \$572,129.75 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 7.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 5, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

The final plat for the Trails at Windy Hill, Phase 7 has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

PERFORMANCE BOND

Bond No. SUR0070208

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton Inc. (hereinafter referred to as "PRINCIPAL"), and Argonaut Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Five Hundred Seventy Two Thousand One Hundred Twenty Nine and 75/100 Dollars (\$572,129.75), which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/ Trails at Windy Hill Phase 7 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Roadway/Pavement Improvements

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should

fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 20th DAY OF September, 2021 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba
D.R. Horton Inc.

By: [Signature]
Name: Adib R Khoury
As its: Asst Secretary

ADDRESS:
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

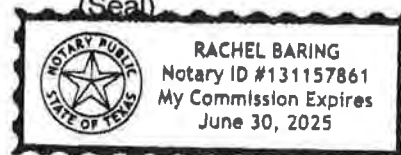
STATE OF TEXAS)
COUNTY OF TRAVIS

BEFORE ME personally appeared Adib R. Khoury who is personally known to me, or has produced copy - Certificate of Asst. Secretary as identification, and who executed the foregoing instrument as Asst. Secretary of Continental Homes of Texas, L.P., and severally acknowledged to and before me that [he] [she] executed such instrument as Continental Homes of Texas, L.P. of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20 day of September, 2016.

My commission expires: 6-30-2025

Notary Public
(Seal)



SURETY

WITNESS:

Sinem Nava
Sinem Nava, Witness

BY: James I. Moore
James I. Moore, Attorney-in-Fact
(typed name) its attorney-in-fact
(power of attorney must be attached)

Argonaut Insurance Company

ADDRESS:

P.O. Box 469011

San Antonio, TX 78246

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

BEFORE ME personally appeared James I. Moore who is personally known to me, or has produced N/A as identification, and who executed the foregoing instrument as Attorney-in-Fact of Argonaut Insurance Company, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of September, 2021.

My commission expires: March 29, 2024

Dawn L. Morgan
Notary Public

(Seal)



EXHIBIT A

TRAILS AT WINDY HILL PHASE 7 IMPROVEMENTS

HAYS COUNTY, TEXAS

ROADWAY IMPROVEMENTS OPC - June 3, 2021

SECTION 13 - PAVING IMPROVEMENTS						
BID ITEM	REFERENCE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
13-01	HAYS COUNTY	SUBGRADE PREPARATION, PER SQUARE YARD, CIP	11,403	SY	\$ 2.25	\$ 25,656.75
13-02	HAYS COUNTY	CRUSHED LIMESTONE BASE, 15-INCH THICKNESS, PER SQUARE YARD, CIP	8,267	SY	\$ 13.75	\$ 113,671.25
13-03	HAYS COUNTY	GEOGRID, PER SQUARE YARD, CIP	11,403	SY	\$ 2.00	\$ 22,806.00
13-04	HAYS COUNTY	LIME TREATED SUBGRADE, PER SQUARE YARD, CIP	11,403	SY	\$ 7.50	\$ 85,522.50
13-05	HAYS COUNTY	HMAC, 2-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP	6,104	SY	\$ 11.25	\$ 68,670.00
13-06	HAYS COUNTY	CRUSHED LIMESTONE BASE, 18-INCH THICKNESS, PER SQUARE YARD, CIP	3,316	SY	\$ 17.25	\$ 57,201.00
13-07	HAYS COUNTY	HMAC, 3-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP	2,489	SY	\$ 16.50	\$ 41,068.50
13-08	HAYS COUNTY	MACHINE LAID P.C. CONCRETE CURB AND GUTTER, PER LINEAR FOOT, CIP	4,571	LF	\$ 18.75	\$ 85,706.25
13-09	HAYS COUNTY	P.C. CONCRETE SIDEWALK, 4-FEET WIDE, 4-INCH THICKNESS, PER LINEAR FOOT, CIP	1,090	LF	\$ 24.75	\$ 26,977.50
13-10	HAYS COUNTY	P.C. CONCRETE SIDEWALK CURB RAMP WITH PAVERS, PER EACH, CIP	14	EA	\$ 1,180.00	\$ 16,520.00
13-11	HAYS COUNTY	STREET END BARRICADES, PER LUMP SUM, CIP	1	LS	\$ 1,125.00	\$ 1,125.00
13-12	HAYS COUNTY	SIGNING AND STRIPING, PER LUMP SUM, CIP	1	LS	\$ 3,225.00	\$ 3,225.00
13-13	HAYS COUNTY	CONCRETE VALLEY GUTTERS, PER EACH, CIP	4	EA	\$ 5,920.00	\$ 23,680.00
13-14	HAYS COUNTY	SAW CUT AND TIE TO EXISTING STREET, PER EACH, CIP	3	EA	\$ 100.00	\$ 300.00
SUBTOTAL PAVING IMPROVEMENTS						\$ 572,129.75

SECTION 13 - PAVING IMPROVEMENTS

\$ 572,129.75

TOTAL FOR PHASE 7 CONTRACT (SUM OF ALL IMPROVEMENTS)

\$ 572,129.75



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of September, 2021



James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

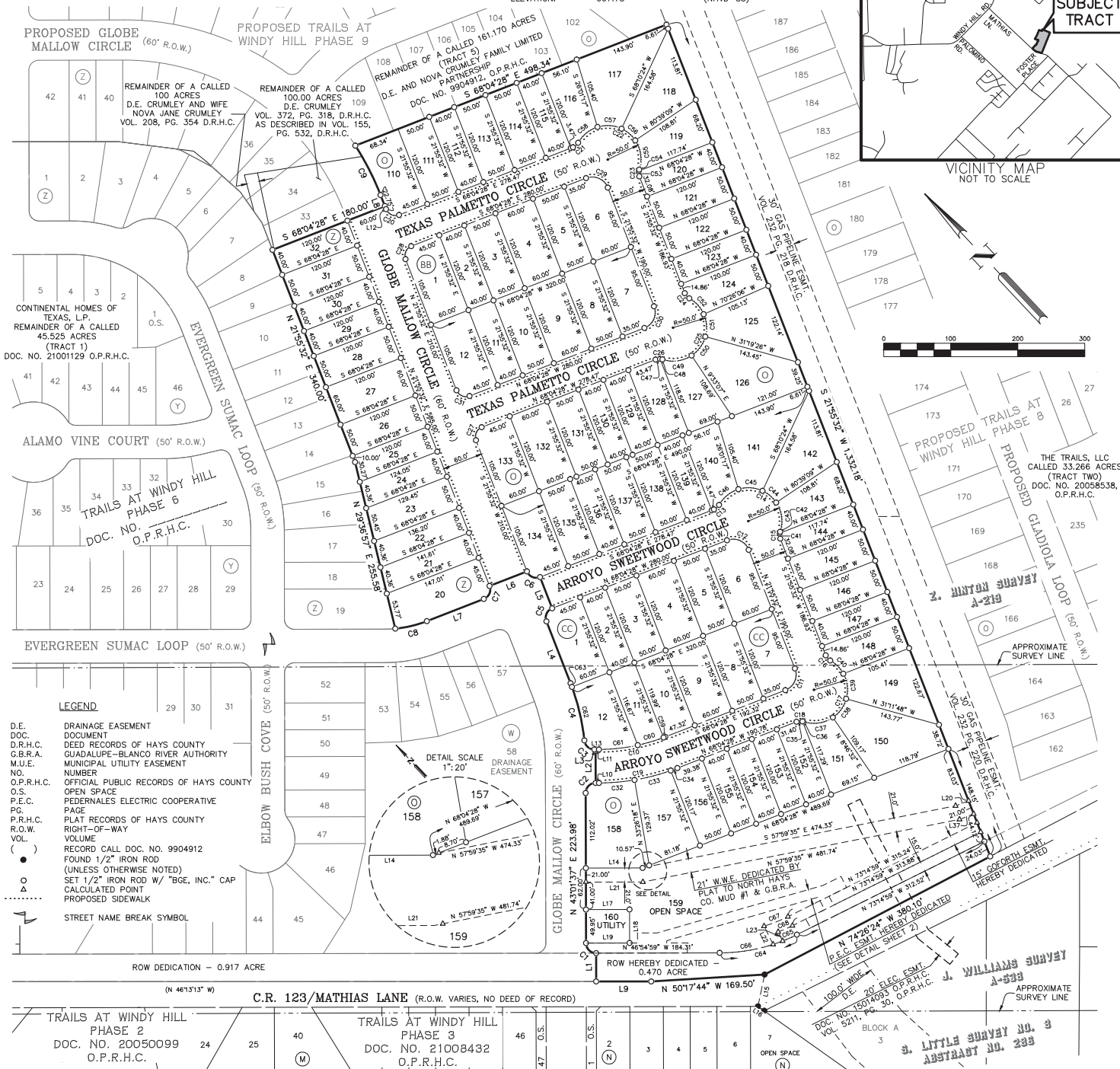
BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT ITS INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13925622.51
GRID EASTING: 2345795.99
ELEVATION: 663.93' (NAVD--88)

BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13924487.97
GRID EASTING: 2348483.39
ELEVATION: 667.73' (NAVD--88)



LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	86	12,586 AC.
RIGHT-OF-WAY	—	3,206 AC.
OPEN SPACE	1	2,075 AC.
UTILITY	1	0.075 AC.
RIGHT-OF-WAY DEDICATION	1	0.470 AC.
TOTAL	89	18,412 AC.

STREET NAMES			
STREET	R.O.W. WIDTH	LENGTH	STREET CLASSIFICATION
ARROYO SWEETWOOD CIRCLE	50 FT.	931 FT.	LOCAL
TEXAS PALMETTO CIRCLE	50 FT.	1,040 FT.	LOCAL
GLOBE MALLOW CIRCLE	60 FT.	585 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET		2,556 FT.	

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COMBINED SCALE FACTOR = 0.999909101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

OWNERS: CONTINENTAL HOMES OF TEXAS, L.P.
ADDRESS: 10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TX 78750
PHONE: (512) 345-4663 FAX: _____

ACREAGE: 18,412 ACRES
SURVEY: Z. HINTON SURVEY, ABSTRACT NO. 219 & JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538

NUMBER AND ACREAGE BY LOT TYPE: RESIDENTIAL: 86 LOTS/12,586 ACRES
OPEN SPACE: 1 LOT/2,075 ACRES
UTILITY LOT: 1 LOT/0.075 ACRE
RIGHT-OF-WAY: 3,206 ACRES
RIGHT-OF-WAY DEDICATION: 1 LOT/0.470 ACRE

PLAT PREPARED: 07/31/2020

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, R.P.L.S.)

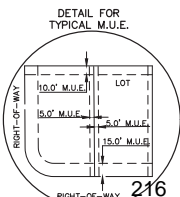
PHONE: (512) 879-0441 FAX: _____

ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, P.E.)

PHONE: (512) 879-0433 FAX: _____

FINAL PLAT TRAILS AT WINDY HILL PHASE 7

A SUBDIVISION OF 18,412 ACRES OF LAND LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219 AND
JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P. BEING THE OWNER OF A 45.525 ACRE TRACT OF LAND AND EXCEPT A 0.721 ACRE TRACT OF LAND AND THE OWNER OF A 2.186 ACRE TRACT OF LAND, BOTH AS CONVEYED TO THEM BY SPECIAL WARRANTY DEED RECORDED IN DOC. NO. 21001129 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.412 ACRES OF LAND OUT OF THE JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538 AND THE Z. HINTON SURVEY, ABSTRACT NO. 219, BOTH SITUATED IN HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 7

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

ADIB KHOURY, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADIB KHOURY, ASSISTANT SECRETARY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME
MY COMMISSION EXPIRES _____

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

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728



5/19/2021
DATE

STATE OF TEXAS §
COUNTY OF HAYS §

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

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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

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

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

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

TRAILS AT WINDY HILL PHASE 7 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT

DATE

KURT SELL, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1

DATE

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION, AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20____, A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

REVIEWED BY:

LEON BARBA, CITY ENGINEER

DATE

REVIEWED BY:

HARPER WILDER, DIRECTOR OF PUBLIC WORKS

DATE

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER. THIS SUBDIVISION FALLS WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
- THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0291F, AND 48209C0293F BOTH REVISED SEPTEMBER 2, 2005.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO HAYS COUNTY SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
- GAS IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE PROVIDED BY FRONTIER.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
- HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY R.O.W.
- THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 88. THE AVERAGE LOT SIZE IS 0.169 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 1. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 87.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
- ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.
- LOT 161, BLOCK 0 TO BE DEDICATED TO NORTH HAYS COUNTY MUD #1.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE VISIBLE FOR REVIEW UPON REQUEST.

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

- THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
- TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
- OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
- DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
- MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
- CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN

INSTRUMENT NUMBER _____

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

ELAINE H. CARDENAS, MBA, PHD
COUNTY CLERK
HAYS COUNTY, TEXAS

FINAL PLAT TRAILS AT WINDY HILL PHASE 7

A SUBDIVISION OF 18.412 ACRES OF LAND
LOCATED IN THE
Z. HINTON SURVEY, ABSTRACT NO. 219 AND
JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Supplemental Agreement No. 4 for a time extension to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 5, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

Continued ROW Coordination services on the FM 110 North project necessitates an extension of work by one year. The original Agreement was executed on or about October 31, 2017.

SUPPLEMENTAL AGREEMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT

This Supplemental Agreement No. 4 to Professional Services Agreement ("Supplemental No. 4") to the Professional Services Agreement (attached hereto as Exhibit "A") is made this ____ day of October, 2021 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newman, Inc. (hereinafter referred to as "Contractor"). The County and Contractor are sometimes hereinafter collectively referred to as "the parties to this Agreement" or "the parties." The original Professional Services Agreement was executed by the parties on or about October 31, 2017.

SUPPLEMENTS: **The following is supplemented and incorporated into the original agreement.**

The Completion Date cited in section 4 is amended to October 31, 2022.

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

This Supplemental Agreement No. 4 to Professional Services Agreement is hereby executed this the __ day of October, 2021 as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWMAN, INC.



PHIL MEADERS
VICE PRESIDENT

HAYS COUNTY

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE H. CARDENAS, 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

Discussion and possible action to approve the selection BGE, Inc. to provide professional design services for the Robert S. Light project in Precinct 2; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 5, 2021	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	JONES	N/A

SUMMARY

The Robert S. Light project from IH-35 to RM 967 will consist of PS&E design for repairs already identified through a pavement study on existing Robert S. Light requested by TxDOT as part of the right-of-way swap.

The process to initially select an engineering consultant to negotiate a scope of work, fee, and schedule proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$630,111.91 for Driftwood Phase 1, Section 3 (Bond # 1001130681).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 5, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Driftwood Phase 1, Section 3 subdivision has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Bond Number: 1001130681

Initial Premium: \$9,452

Subdivision Improvement Faithful Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Driftwood Golf and Ranch Club

_____ as Principal, and
US Specialty Insurance Company

a corporation organized and existing under the laws of the State of Texas and authorized to
transact a general surety business in the State of Texas, as Surety, are held and firmly bound
unto _____

County of Hays, Texas

_____ as Oblige, in the amount of Six Hundred Thirty
Thousand, One Hundred Sixteen and Ninety One Cents Dollars
(\$630,116.91) lawful money of the United States of America, for the payment whereof, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that

WHEREAS, The Board of Supervisors of the County of Hays (or the City Council of the
City of _____), State of Texas, and the Principal have entered into an agreement
whereby principal agrees to install and complete certain designated public improvements described as _____
Paving, Drainage and Erosion Sedimentation Control Improvements at Driftwood Subdivision
Phase One, Section Three

In Tract Number / Parcel Map No. _____

WHEREAS, said Principal is required by the Oblige to furnish a bond for the faithful performance of the subject
improvements.

NOW, THEREFORE, if the above-bounden Principal shall install the offsite improvements as indicated above in
accordance with the plans approved by the Oblige, then this obligation shall be null and void, otherwise to
remain in full force and effect.

Signed and sealed this 8th day of September, 2021.

Principal (s):

Driftwood Golf and Ranch Club

By: _____

Surety:

US Specialty Insurance Company

By: _____

John Rowe, Attorney-In-Fact



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Robert B. McGehee, H. Smith McGehee, Michael Misuraca, John R. Rowe, William M. Rowe, III; Kurt Zimmerman

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 8th day of SEPTEMBER, 2021.

Corporate Seals

Bond No.

1001130681

Agency No.

16570



Kio Lo, Assistant Secretary

DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION THREE FINAL PLAT

STATE OF TEXAS ☒
COUNTY OF HAYS ☒

KNOW ALL MEN BY THESE PRESENTS, THAT DRIFTWOOD DLC INVESTOR I, LP, ACTING BY AND THROUGH J. DAVID RHOADES, AUTHORIZED AGENT OF THAT 65.3766 ACRES RECORDED IN DOCUMENT NO. 20031232 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, DO HEREBY SUBDIVIDE 42.1751 ACRES OF LAND TO BE KNOWN AS "DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION THREE FINAL PLAT", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

J. DAVID RHOADES AUTHORIZED AGENT
582 THURMAN ROBERTS WAY,
DRIFTWOOD, TEXAS 78818

8-30-2021
DATE

STATE OF ARIZONA ☒
COUNTY OF MARICOPA ☒

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. DAVID RHOADES, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30 DAY OF August, 2021, A.D.



Pamela Brewer
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I PREPARED THE PLAN SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH ORDINANCE NO. 1230.6 SETTING FORTH REQUIREMENTS AND OBLIGATIONS FOR SUBDIVISIONS IN THE CITY OF DRIPPING SPRINGS AND THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

WITNESS MY HAND THIS THE 30th DAY OF AUGUST, 2021.

Tory Duane Miller
TORY DUANE MILLER, P.E.
MURFEE ENGINEERING CO., INC.
1101 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746



SURVEYOR'S NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, BUT IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
4. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN IN ZONE "AE" AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL MAP #48205C0120F EFFECTIVE DATE SEPTEMBER 2, 2005.

I, GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE 16th DAY OF JUNE, 2021.

Gregory A. Way
GREGORY A. WAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4567 - STATE OF TEXAS
CAPITAL SURVEYING COMPANY, INC.
925 S. CAPITAL OF TEXAS HWY.
BLDG. B, SUITE 115
AUSTIN, TEXAS 78746
(512) 327-4006



SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR

UTILITY NOTES:

1. WATER AND WASTEWATER SERVICES WILL BE PROVIDED BY THE CITY OF DRIPPING SPRINGS.
2. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
3. TELEPHONE SERVICES WILL BE PROVIDED BY CHARTER SPECTRUM COMMUNICATIONS.

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
2. THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS LOCATED WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
4. NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN AN EXISTING DRAINAGE WAY.
5. DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE DRIFTWOOD PROPERTY OWNERS ASSOCIATION, INC. AS RECORDED IN VOLUME 5163, PAGE 441, VOLUME 5163, PAGE 455, VOLUME 5163, PAGE 471, VOLUME 5163, PAGE 485, VOLUME 5163, PAGE 500 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. NOTE: NONE OF THE ABOVE EASEMENTS LIE WITHIN OR IMMEDIATELY ADJACENT TO THE HEREIN DESCRIBED PLAT.
6. TOTAL ACREAGE OF DEVELOPMENT: 42.1751
TOTAL ACREAGE OF LOTS: 42.1751
INTENDED USE OF LOTS: SINGLE FAMILY, OPEN SPACE AND PRIVATE STREET
TOTAL NUMBER OF LOTS: 26 AVERAGE SIZE OF LOTS: 1.622
NUMBER OF LOTS: Greater than 10 acres 1
Larger than 5, less than 10 0
Between 2 & 5 acres 2 Between 1 & 2 acres 14
Less than an acre 9
NEW R.O.W. = 3.1016 ACRES, THURMAN ROBERTS WAY, (LOT 7, BLOCK "F")
A LOCAL PRIVATE STREET (2,700 LINEAR FEET)
NEW R.O.W. = 0.5578 ACRES, KLEIN COURT, (LOT 8, BLOCK "F")
A LOCAL PRIVATE STREET (480 LINEAR FEET)
7. HOMEOWNERS ASSOCIATION MAINTAINED STREETS:
DRIFTWOOD DLC INVESTOR I, LP, BY FILING OF THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION: THURMAN ROBERTS WAY, KLEIN COURT AND ROXIE CROSSING UNTIL AND UNLESS DRIFTWOOD DLC INVESTOR I, LP AND/OR THE DRIFTWOOD PROPERTY ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. DRIFTWOOD DLC INVESTOR I, LP AND ALL FUTURE OWNERS OF THE PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE DRIFTWOOD PROPERTY OWNERS ASSOCIATION, INC. FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN IN THIS SUBDIVISION.
8. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
9. WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY - EXPRESSED, IMPLIED, OR OTHERWISE - THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.
10. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED FROM DRILLING INDIVIDUAL WATER WELLS.
11. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT REACHED BETWEEN THE CITY OF DRIPPING SPRINGS AND M. SCOTT ROBERTS AND DRIFTWOOD EQUITIES, LTD., RECORDED IN VOLUME 5150, PAGE 598 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THIS SUBDIVISION IS REQUIRED TO OBTAIN BUILDING PERMITS BEFORE CONSTRUCTION CAN BEGIN ON RESIDENTIAL LOTS, AND SITE DEVELOPMENT AND BUILDING PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN ON COMMERCIAL LOTS.
12. THE OWNER WILL ALLOW THE RIGHT-OF-ENTRY TO THE CITY, UTILITY OR PUBLIC SERVICE PROVIDERS AND EMERGENCY VEHICLES AS NECESSARY.
13. NO CONSTRUCTION WILL OCCUR WITHIN THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND P.E.C. EASEMENTS WITHOUT PRIOR NOTIFICATION OF EASEMENT HOLDER.
14. TEMPORARY EASEMENT TO EXPIRE UPON INCORPORATION INTO PLATTED PRIVATE DRAINAGE EASEMENT AND/OR PRIVATE DRAINAGE EASEMENT AND RIGHT-OF-WAY OF DRIFTWOOD SUBDIVISION PHASE ONE-FUTURE SECTION.
15. THIS SUBDIVISION IS SUBJECT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AS REFERRED TO IN DOCUMENT NO. 15007648 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
16. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

GENERAL NOTES CONTINUED ON SHEET 4 OF 4.

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

THIS FINAL PLAT OF DRIFTWOOD, PHASE ONE, SECTION THREE, HAS BEEN SUBMITTED AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09 AND SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE _____ DAY OF _____, 2021.

BY:

MIM JAMES
PLANNING & ZONING COMMISSION CHAIRPERSON

ATTEST:

ANDREA CUNNINGHAM, CITY SECRETARY

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

STATE OF TEXAS ☒
COUNTY OF HAYS ☒

I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2021, AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE _____ DAY OF _____, 2021, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____

DRIFTWOOD SUBDIVISION
PHASE ONE, SECTION THREE
FINAL PLAT

ELAINE HANSON CARDENAS
COUNTY CLERK, HAYS COUNTY, TEXAS

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
100 Capital of Texas Highway Suite 115 Austin, TX 78746 (512) 327-4006		FIRM REGISTRATION NO. 100529-C	
DRAWN BY: WAL	SCALE: 1" = 100'	F.B.	
JOB NO.: 20529.10	DATE: AUGUST 25, 2021	SHEET NO.	
DRAWING NO.: 20529P1	ORD #: 20528		1 of 4

DRIFTWOOD SUBDIVISION PHASE ONE, SECTION THREE FINAL PLAT

DIVISION OF LOT 1
THE J.V. ASH JR.
SUBDIVISION
Bk. 10, P. 217
H.C.P.R.

9.568 AC.
CATHERINE GRAVES
V. 2655, P. 391
O.P.R.H.C.

CREEK OF
DRIFTWOOD
Bk. 8, P. 246
H.C.P.R.

S89°18'23"E
174.13'

S69°54'59"E
18.34'

S80°26'41"E
218.51'

N89°33'24"E 514.79'

S64°23'49"E 13.02'

W.Q.B.Z.

U.S.F.W.S. SETBACK

APPROXIMATE
LOCATION
OF SURVEY LINE

DRIFTWOOD SUBDIVISION,
PHASE ONE, SECTION TWO
Doc. No. 19026363
O.P.R.H.C.

FREELOVE WOODY
SURVEY No. 23
ABSTRACT No. 20

DEVELOPMENT RESERVE

LOT 45
12.035 AC.
OPEN SPACE
& P.U.E.

BEST AVAILABLE
FLOODPLAIN
(100 YEAR)

W.Q.B.Z.

DRAINAGE EASEMENT

LOT 46
1.2385 AC.

LOT 47
1.0311 AC.

LOT 48
1.2756 AC.

LOT 49
1.1586 AC.

LOT 50
1.4996 AC.

LOT 51
1.3957 AC.

LOT 1
0.4125 AC.
OPEN SPACE

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

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LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

5.3379 AC.
DRIFTWOOD DLC INVESTOR I, LP
Doc. No. 21009870
O.P.R.H.C.

65.3766 ACRES
(TRACT I)
DRIFTWOOD DLC INVESTORS I, LP
Doc. No. 20031232
O.P.R.H.C.

5.04 AC.
EDUCATED ROOFING
SYSTEMS, INC.
Doc. No. 17027808
O.P.R.H.C.

LEGEND

- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
- H.C.P.R. HAYS COUNTY PLAT RECORD
- H.C.D.R. HAYS COUNTY DEED RECORD
- U.S.F.W.S. UNITED STATES FISH AND WILDLIFE SERVICE
- W.Q.B.Z. WATER QUALITY BUFFER ZONE
- I 1 RECORD INFORMATION
- I 1 U.S.F.W.S. TEXT
- R.O.W. RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
- ▲ CALCULATED POINT

0 50 100 150 200
1"=100'

DRIFTWOOD SUBDIVISION
PHASE ONE, SECTION THREE
FINAL PLAT

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED
822 Center of Texas Highway South Boonville, Texas 76824 (817) 321-4000	FWM Registration No. 151887-3	
DRAWN BY: WAJ	SCALE: 1" = 100'	P.B.
JOB NO.: 2052810	DATE: AUGUST 25, 2021	SHEET NO.:
DRAWING NO.: 2052810	CMD #:	20528

LOCATION MAP
NOT TO SCALE

NOTE: THE BEARING BASIS IS THE TEXAS STATE PLANE COORDINATE 226 TEM,
SOUTH CENTRAL ZONE, HARN/NAD 83 (GRID)



DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION THREE FINAL PLAT

FANNIE A. D. DARDEN SURVEY
ABSTRACT No. 564

ORIGINAL AERIAL
PANEL POINT
N = 13964222.57
E = 2276973.51
1/2" IRON ROD FOUND
ELEV. = 999.66'
(NAVD ELEV. = 999.95')

FREELOVE WOODY
SURVEY No. 23
ABSTRACT No. 20

(TRACT II)
REMAINDER OF
100 ACRES
MASA SCOTT ROBERTS
V. 966 P. 677
(DESCRIBED IN
V. 168, P. 156)
H.C.D.R.

DRIFTWOOD SUBDIVISION,
PHASE ONE, SECTION TWO
Doc. No. 19026363
O.P.R.H.C.

BLOCK F

ROXIE CROSSING

DRIFTWOOD SUBDIVISION,
PHASE ONE, SECTION ONE
Bk. 18 P. 236
H.C.P.R.

BLOCK B

(TRACT II)
REMAINDER OF
100 ACRES
(11.005 AC.)
SAVE AND EXCEPT TRACT
Doc. No. 200321232
O.P.R.H.C.
MASA SCOTT ROBERTS
V. 966 P. 677
(DESCRIBED IN
V. 168, P. 156)
H.C.D.R.

TBM-4
N = 13963164.7
E = 2277322.0
COS SET IN 9" LIVE OAK
ELEV. = 994.77'
(NAVD ELEV. = 995.07')

TBM-4
N = 13962349.83
E = 2277095.94
TOP OF NORTH BOLT ON
THE FLANGE OF TH
ELEV. = 1003.72'
(NAVD ELEV. = 1004.02')

65.3766 ACRES
(TRACT I)
DRIFTWOOD DLG INVESTORS I, LP
Doc. No. 20031232
O.P.R.H.C.

DRIFTWOOD SUBDIVISION
PHASE ONE, SECTION THREE
FINAL PLAT

CSCI

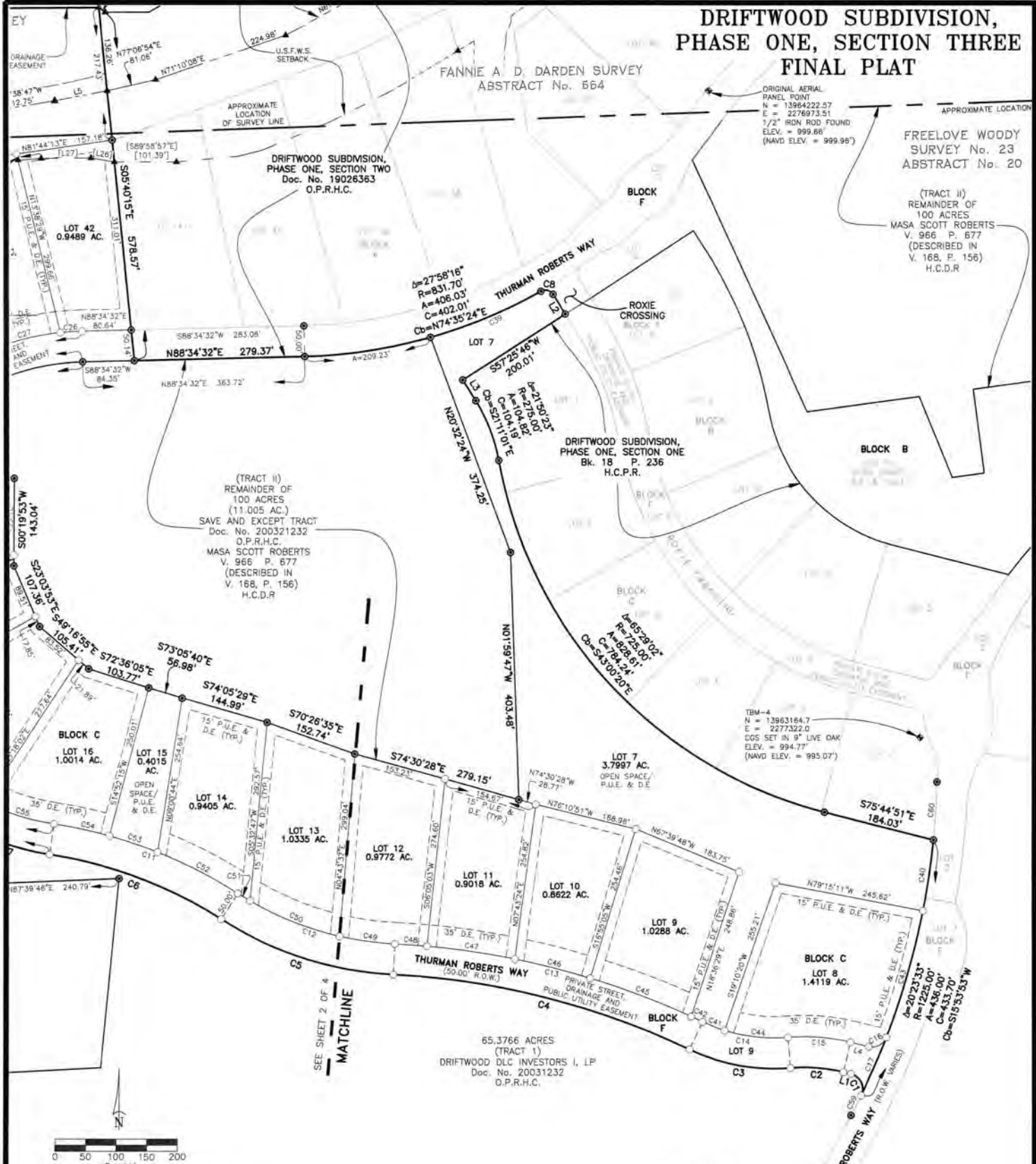
CAPITAL
SURVEYING
COMPANY
INCORPORATED

203 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78748
(512) 267-4000

PLAT REGISTRATION
No. 103257-3

DRAWN BY: WAL	SCALE: 1" = 100'	F.B.
JOB NO.: 20528.10	DATE: AUGUST 25, 2021	SHEET NO.:
DRAWING NO.: 20528P1	CRO # 20528	3 of 4

NOTE: 227 BEARING BASIS IS THE TEXAS STATE PLANE COORDINATE SYSTEM,
SOUTH CENTRAL ZONE, HARN/NA83 (GRID)



- LEGEND
- D.P.A.N.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY
 - H.C.P.R. HAYS COUNTY PLAT RECORD
 - H.C.D.R. HAYS COUNTY DEED RECORD
 - U.S.F.W.S. UNITED STATES FISH AND WILDLIFE SERVICE
 - W.Q.B.Z. WATER QUALITY BUFFER ZONE
 - () RECORD INFORMATION
 - U.S.F.W.S. TEXT
 - R.O.W. RIGHT OF WAY
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
 - 1/2" IRON ROD SET WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
 - ⊙ 1/2" IRON ROD FOUND WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO. INC."
 - ▲ CALCULATED POINT

DRIFTWOOD SUBDIVISION, PHASE ONE, SECTION THREE FINAL PLAT

GENERAL NOTES CONTINUED:

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CH. BEARING
C1	102°35'51"	25.00'	44.77'	39.02' N25°12'16"W
C2	18°10'47"	275.00'	87.26'	86.89' N85°35'35"W
C3	30°05'42"	325.00'	170.71'	168.75' N79°38'08"W
C4	22°37'47"	1275.00'	503.58'	500.31' N75°54'10"W
C5	29°53'33"	575.00'	299.99'	296.60' N72°16'17"W
C6	24°10'30"	717.00'	302.53'	300.29' N69°24'45"W
C7	16°00'04"	429.00'	119.81'	119.42' N73°29'58"W
C8	87°17'31"	15.00'	22.85'	20.71' S75°44'58"E
C9	17°04'32"	429.00'	1273.43'	854.76' N03°32'16"E
C10	17°04'32"	379.00'	1125.02'	755.16' S03°32'16"E
C11	24°10'30"	767.00'	323.62'	321.22' S69°24'45"E
C12	29°53'33"	525.00'	273.91'	270.81' S72°16'17"E
C13	22°37'47"	1325.00'	523.32'	519.93' S75°54'10"E
C14	30°05'42"	275.00'	144.45'	142.79' S79°38'08"E
C15	18°10'47"	325.00'	103.12'	102.69' S85°35'35"E
C16	82°15'17"	25.00'	35.89'	32.89' N62°22'10"E
C17	4°51'08"	1225.00'	103.74'	103.71' S23°40'05"W
C18	68°20'18"	34.00'	40.61'	38.24' N72°19'33"W
C19	186°20'22"	160.00'	520.36'	319.51' N132°23'31"W
C20	68°20'18"	34.00'	40.61'	38.24' N45°34'31"E
C21	14°06'40"	429.00'	105.66'	105.39' S04°18'03"W
C22	11°04'53"	25.00'	48.33'	41.15' N58°08'03"W
C23	159°43'22"	110.00'	306.65'	216.56' S13°22'31"E
C24	11°04'53"	25.00'	48.33'	41.15' N31°23'02"E
C25	14°06'40"	429.00'	105.66'	105.39' S31°03'04"E
C26	8°41'05"	429.00'	35.06'	35.07' S86°13'59"W
C27	14°39'17"	429.00'	109.73'	109.43' S76°33'48"W
C28	23°16'34"	429.00'	174.28'	173.08' S57°35'52"W
C29	8°40'59"	429.00'	65.01'	64.95' S41°37'06"W
C30	25°55'14"	429.00'	194.08'	192.43' S24°15'59"W
C31	19°04'47"	160.00'	53.28'	53.03' S70°15'17"W
C32	42°47'28"	160.00'	119.50'	116.74' S39°19'09"W
C33	35°54'57"	160.00'	100.30'	98.66' S00°02'03"E
C34	28°39'02"	160.00'	80.01'	79.18' S32°19'02"E
C35	20°03'48"	160.00'	56.03'	55.74' S56°40'28"E
C36	39°50'20"	160.00'	111.25'	109.02' S68°37'32"E
C37	27°23'32"	429.00'	205.10'	203.15' S51°48'10"E
C38	21°14'27"	429.00'	159.04'	158.13' S13°22'31"E
C39	13°33'28"	531.70'	198.80'	196.34' N67°23'00"E
C40	5°28'19"	1225.00'	116.99'	116.95' S08°26'16"W
C41	8°10'44"	275.00'	39.26'	39.22' N68°40'39"W
C42	0°53'31"	1325.00'	20.63'	20.63' N85°02'02"W
C43	10°04'06"	1225.00'	215.26'	214.99' S16°12'28"W
C44	21°54'58"	275.00'	105.19'	104.55' N83°43'30"W
C45	7°36'55"	1325.00'	176.11'	175.98' N69°17'15"W
C46	5°32'37"	1325.00'	128.20'	128.15' N75°52'01"W
C47	8°17'27"	1325.00'	145.48'	145.40' N81°47'03"W
C48	2°17'17"	1325.00'	52.91'	52.91' N86°04'25"W
C49	9°58'21"	525.00'	91.38'	91.26' N82°13'52"W
C50	17°22'06"	525.00'	159.15'	158.64' N68°33'39"W
C51	2°33'06"	525.00'	23.38'	23.38' N58°36'03"W
C52	11°01'25"	767.00'	147.57'	147.54' N62°50'13"W
C53	6°12'40"	767.00'	83.15'	83.11' N71°27'16"W
C54	6°56'25"	767.00'	92.91'	92.85' N78°01'48"W
C55	17°59'36"	379.00'	119.02'	118.53' N72°30'12"W
C56	35°47'40"	379.00'	236.77'	232.94' N45°36'34"W
C57	37°48'32"	379.00'	250.10'	245.56' N08°48'28"W
C58	29°49'14"	379.00'	187.26'	185.04' N25°00'25"E
C59	01°41'53"	1225.00'	36.30'	36.30' S26°56'36"W
C60	04°26'07"	1225.00'	94.83'	94.80' N03°29'30"E
C61	48°39'30"	379.00'	321.87'	312.28' N64°14'47"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°30'11"W	12.57'
L2	S32°06'12"E	37.95'
L3	S32°06'12"E	40.24'
L4	S76°30'12"E	30.51'
L5	S76°23'05"W	86.38'
L6	N87°44'31"W	66.49'
L7	S38°50'06"E	102.25'
L8	S07°16'34"E	43.40'
L9	S00°26'54"E	57.62'
L10	S21°12'49"W	57.41'
L11	N59°10'13"W	25.36'
L12	S59°24'34"W	110.93'
L13	S73°44'12"W	81.79'
L14	S65°23'29"W	88.68'
L15	S06°03'56"E	90.86'
L16	S30°14'49"W	58.97'
L17	S43°17'28"W	47.84'
L18	N35°21'47"E	45.44'
L19	N01°33'56"E	60.46'
L20	N28°55'13"E	46.55'
L21	N60°08'25"E	76.83'
L22	N75°09'29"E	16.16'
L23	N45°26'10"E	55.27'
L24	N35°32'03"W	75.59'
L25	N59°56'32"W	120.00'
L26	N80°22'19"W	36.60'
L27	S89°24'34"W	80.83'
L28	S78°53'38"W	262.14'
L29	S89°01'47"W	125.85'
L30	N78°38'53"W	61.25'
L31	N83°24'27"W	99.44'
L32	N71°06'11"W	108.03'

- THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT NO. 6 OR ITS SUCCESSORS.
- U.S. FISH AND WILDLIFE SERVICE BUFFER ZONES THE USFWS BUFFER ZONES SHALL REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS. THE NUMBER OF ROADWAYS CROSSING THROUGH THE BUFFER ZONES SHOULD BE MINIMIZED AND CONSTRUCTED ONLY WHEN NECESSARY TO SAFELY ACCESS PROPERTY THAT CANNOT OTHERWISE BE ACCESSED. OTHER ALTERATIONS WITHIN BUFFER ZONES COULD INCLUDE UTILITY CROSSINGS, BUT ONLY WHEN NECESSARY, FENCES, LOW IMPACT PARKS, AND OPEN SPACE. LOW IMPACT PARK DEVELOPMENT WITHIN THE BUFFER ZONE SHOULD BE LIMITED TO TRAILS, PICNIC FACILITIES, AND SIMILAR CONSTRUCTION THAT DOES NOT SIGNIFICANTLY ALTER THE EXISTING VEGETATION. PARKING LOTS AND ROADS ARE NOT CONSIDERED LOW IMPACT. NEITHER GOLF COURSE DEVELOPMENT NOR WASTEWATER EFFLUENT IRRIGATION SHOULD TAKE PLACE IN THE BUFFER ZONE. STORMWATER FROM DEVELOPMENT SHOULD BE DISPERSED INTO OVERLAND FLOW PATTERNS BEFORE REACHING THE BUFFER ZONES.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN PRE-DEVELOPED CONDITIONS FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.1.
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5, EXCEPT WHERE APPROVED BY THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT REACHED BETWEEN THE CITY OF DRIPPING SPRINGS AND M. SCOTT ROBERTS, RECORDED IN VOLUME 5150, PAGE 598 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- PER THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT REACHED BETWEEN THE CITY OF DRIPPING SPRINGS AND M. SCOTT ROBERTS, RECORDED IN VOLUME 5150, PAGE 598 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THURMAN ROBERTS WAY IS CLASSIFIED AS A LOCAL PRIVATE STREET.
- NO COMMERCIAL OR RESIDENTIAL CONSTRUCTION ACTIVITY IS PERMITTED ON THE FOLLOWING LOTS: ONLY CONSTRUCTION ACTIVITIES AS SPECIFIED IN THE DEVELOPMENT AGREEMENT ARE PERMITTED ON BLOCK A, LOT 45; RESTRICTED USE - OPEN SPACE, D.E., & P.U.E. AND BLOCK C, LOT 7; RESTRICTED USE - OPEN SPACE, D.E., & P.U.E.
- IMPERVIOUS COVER SHALL COMPLY WITH THE DEVELOPMENT AGREEMENT APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED.
- DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO THE USFWS CONSULTATION NUMBER 21450-2008-TA-0163 DATED MAY 12, 2008, WHICH USFWS STATED THE PROJECT WILL LIKELY NOT RESULT IN THE TAKE OF EITHER THE BARTON SPRINGS SALAMANDER OR GOLDEN-CHEEKED WARBLER.
- THIS SUBDIVISION IS WITHIN ESD No. 1 AND ESD No. 6.

Block A - 10 Lots	
Lot	Acres
42	0.9489
43	1.1031
44	1.0059
45*	12.0349
46	1.2385
47	1.0311
48	1.2756
49	1.1588
50	1.4996
51	1.3957
TOTAL	22.6919

* DENOTES NON SINGLE FAMILY LOTS

Block B - 1 Lot	
Lot	Acres
1*	0.4601
TOTAL	0.4601

* DENOTES NON SINGLE FAMILY LOTS

Block C - 13 Lots	
Lot	Acres
7*	3.7978
8	1.4119
9	1.0288
10	0.8622
11	0.9018
12	0.9772
13	1.0335
14	0.9405
15*	0.4015
16	1.0014
17	1.1019
18	1.1111
19	0.7941
TOTAL	15.3637

* DENOTES NON SINGLE FAMILY LOTS

Block F - 2 Lots				
Private Street, Drainage and Public Utility	Classification	Linear Ft.	Width	Acres
THURMAN ROBERTS WAY (LOT 9, BLOCK "F")	LOCAL	2700	50.00'	3.1016 Ac.
KLEIN COURT (LOT B, BLOCK "F")	LOCAL	480	50.00'	0.5578 Ac.
Total Right of Way		3180		3.6594 Ac.

BLOCK "A"	9 Single Family Lots	10.6570 Ac.
BLOCK "A"	1 Open Space Lot, Drainage and Public Utility Easement	12.0349 Ac.
BLOCK "B"	1 Open Space Lot	0.4601 Ac.
BLOCK "C"	11 Single Family Lots	11.1644 Ac.
BLOCK "C"	2 Open Space Lots, Drainage, and Public Utility Easement	4.1993 Ac.
Total Single Family Lots 20		21.8214 Ac.
Total Right of Way		3.6594 Ac.
Total Acreage of Subdivision		42.1751 Ac.

DRIFTWOOD IMPERVIOUS COVER (IC)						
	TOTAL AC.	IC (AC) ROADS	IC (AC) LOTS*	IC (AC) LOTS W/ RAINWATER CAPTURE CREDIT	TOTAL IC (AC) W/ RAINWATER CAPTURE CREDIT	% IC
PHASE ONE, SECTION ONE	37.07	3.97	4.98	2.49	6.46	17%
PHASE ONE, SECTION TWO	119.51	2.50	4.98	2.49	9.99	4.2%
PHASE ONE, SECTION THREE	42.17	3.65	3.21	1.61	5.27	12.5%
CLUB CORE, PHASE ONE	10.1	0.52	0.89	0.45	0.97	9.6%
CLUB CORE, PHASE TWO	5.34	1.17	1.21	0.61	1.78	33.2%
TOTAL	228	12.81	15.89	7.94	20.55	9.5%

* Assumes 7000 SF IC/Lot w/o Rainwater Capture Credit for Residential

DRIFTWOOD SUBDIVISION PHASE ONE, SECTION THREE FINAL PLAT

CSCI		CAPITAL SURVEYING COMPANY INCORPORATED	
200 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 367-1000		New Registration No. 101281-0	
DRAWN BY: WAL	SCALE: 1" = 100'	F.B.	
JOB NO.: 20528-10	DATE: AUGUST 25, 2021	SHEET NO.:	
DRAWING NO.: 20528P1	ORD # 20528		4 of 4

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 abandon a portion of County Road #169 in Precinct 4; and to authorize the County Judge to execute a Quit Claim Deed related to said abandonment.

ITEM TYPE

ACTION-ROADS

MEETING DATE

October 5, 2021

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

SMITH

N/A

SUMMARY

See attached Order and Deed.



RESOLUTION AND ORDER
CLOSING ABANDONING AND VACATING
A PORTION OF CR #169
IN PRECINCT 4 OF HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, Chapter 251 of the Texas Transportation Code grants county commissioners courts wide latitude to construct, maintain, and/or close, abandon, and vacate county roads within their geographic jurisdiction; and

WHEREAS, the Hays County Commissioners Court has determined that the portion of CR #169 described herein, has never been actively utilized by the public but also has not been formally abandoned by the Hays County Commissioners Court. This portion of the road continues to exist as a private ranch road, although the county does not maintain the road, which is closed off by fencing and gates; and

WHEREAS, Section 251.057 of the Texas Transportation Code authorizes a commissioners court to, “abandon when its use has become so infrequent that one or more property owners have enclosed the road with a fence continuously for at least 20 years.”;

NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Hays County Commissioners Court that the portion of CR #169 depicted in Exhibit “A” shall be closed, abandoned, and vacated by Hays County, a political subdivision of the State of Texas.

This RESOLUTION AND ORDER CLOSING ABANDONING AND VACATING A PORTION OF CR #169 IN PRECINCT 4 OF HAYS COUNTY, TEXAS is hereby RESOLVED, ORDERED AND DECLARED this the 5th day of October, 2021.

RUBEN BECERRA
HAYS COUNTY JUDGE

DEBBIE INGALSBE
COMMISSIONER, PRECINCT 1

MARK JONES
COMMISSIONER, PRECINCT 2

LON A. SHELL
COMMISSIONER, PRECINCT 3

WALT SMITH
COMMISSIONER, PRECINCT 4

ATTEST:

ELAINE CARDENAS, MBA, PhD
COUNTY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF HAYS

§
§
§

QUITCLAIM DEED

This QUITCLAIM DEED (“**Quitclaim Deed**”) is made to be effective as of _____, 2021 (the “**Effective Date**”) by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas, with a mailing address of 712 S. Stagecoach Trail, San Marcos, Texas 78666 (“**Grantor**”) and **JOSEPH W. ALEXANDER RANCH, LLC**, a Texas limited liability company, with a mailing address of 1790 Bell Springs Road, Dripping Springs, Texas 78620 (“**Grantee**”).

RECITALS

A. Grantee is the record owner of that certain real property consisting of approximately 264.56 acres in Hays County, Texas, situated in the Josias Bealle Survey, Abstract No. 66; and in the James Lynn Survey, Abstract No. 291, and being more particularly described by metes and bounds in the attached **Exhibit A** and depicted on the attached **Exhibit B**, both of which are incorporated by reference (the “**Property**”). The Property is the same property that was called 264.70 acres as described in that certain General Warranty Deed dated February 11, 2014, from Joseph W. Alexander to Joseph W. Alexander, Trustee, recorded February 18, 2014, in Vol. 4858, Pg. 176, of the Official Public Records of Hays County, Texas.

B. Upon the Property, there exists a privately maintained roadway (“**Privately Maintained Roadway**”), which extends from the eastern border of the Property to the southwestern edge of the Property, as generally depicted by a double-dashed line on the map attached hereto as **Exhibit B**. The Privately Maintained Roadway has been gated off and public access has been restricted for many years; however, it is possible that the Privately Maintained Roadway may have once served as an extension of Bell Springs Road, a Hays County roadway. The area of the Property upon which the Privately Maintained Roadway exists shall be referred to herein as the “**Roadway Area**”.

C. Because ambiguity exists as to the rights of ownership and responsibilities for maintenance with respect to the Privately Maintained Roadway, Grantor desires to execute this Quitclaim Deed to clarify such rights and responsibilities by releasing and relinquishing all of the right, title, and interest Grantor may have to the Privately Maintained Roadway and the Roadway Area.

Quitclaim Deed

.1.

QUITCLAIM AND RELEASE

NOW, THEREFORE, for the acceptance of the maintenance responsibilities of the Privately Maintained Roadway and for other good and valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor does hereby remise, release, and forever QUITCLAIM to Grantee all of its rights, title, and interests, if any, to the Roadway Area and to the Property, together with all improvements thereon and all of Grantor's right, title, and interest, if any, in and to all roads, streets, alleys, privileges, association rights and easements belonging and appurtenant to such lands.

Grantor grants, to have to and to hold, all of Grantor's rights, title, and interests, if any, in and to the Roadway Area and to the Property to Grantee, and to its heirs and assigns forever WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW; so that neither Grantor nor Grantor's heirs, legal representatives, or assigns shall have, claim, or demand any right or title to the Roadway Area or to the Property, its appurtenances, or any part thereof.

EXECUTED by Grantor to be effective as of the Effective Date.

[Signature Page Follows]

QUITCLAIM DEED
GRANTOR SIGNATURE PAGE

GRANTOR:

HAYS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Judge Ruben Becerra
Hays County Judge

STATE OF TEXAS	§	
	§	ACKNOWLEDGEMENT
COUNTY OF HAYS	§	

Before me, a Notary Public, in and for said county and state, on _____, 2021,
personally appeared Judge Ruben Becerra, who is known to me to be the person whose name is
subscribed to the foregoing instrument in his individual capacity and acknowledged to me that he
executed the same for the purposes and consideration therein expressed. Witness my hand and
seal of office.

Notary Public ☆ State of Texas

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St.

Georgetown, Tx. 78626

DESCRIPTION FOR JOSEPH W. ALEXANDER, TRUSTEE

BEING 264.56 ac. in Hays County, Texas; situated in the Josias Bealle Survey, Abstract No. 66; and in the James Lynn Survey, Abstract No. 291. This property is the same property that was called 264.70 acres as described in a deed from Joseph W. Alexander to Joseph W. Alexander, Trustee, as recorded in Vol. 4858, Pg. 176, of the Official Public Records of Hays County, Texas (OPRHCT). This tract was surveyed on the ground in Feb. of 2016 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. It is noted that portions of the gravel roadway crossing this site appear to be in use by the public as a public roadway. 0.59 ac. of this site includes a section of Bell Springs Road and 0.42 acres includes a section of Lost Creek Road, as shown on the attached survey drawing prepared this date. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone, Western Data VRS Network.

BEGINNING at an iron pin which was found at the Southeast fence corner of the said tract called 264.70 acres as described in Vol. 4858, Pg. 176, and in the West line of Lot 9 of Heather Hills, a subdivision recorded in Vol. 10, Pg. 171 (as conveyed to Juan Campos Vol. 3053, Pg. 530). This corner is the Northeast corner of the property that is described in a deed to Wanda Johnson (400.1 Exhibit C, Vol. 527, Pg. 247), and exists in the East line of the James Lynn Survey, and in the West line of the J.E. Puryear Survey, Abstract No. 779.

THENCE with the South boundary of the said 264.70 acres of Joseph W. Alexander, Trustee, along or near the existing fence, N 83°44'04" W 1797.01 feet to an iron pin which was set on the East side of Bell Springs Road, and continuing with the boundary of the 264.70 acres, (L12) N 85°06'03" W 31.26 feet to an iron pin which was set on the West side of the roadway at the Southeast corner of Tract 1-A (6.4 ac.) of Bell Springs Ranches as conveyed in the deed to W. Pellicone (filed in Vol. 992, Pg. 323).

THENCE with the common boundary between Pellicone and Alexander, along the West line of Bell Springs Road as follows; (L9) N 00°24'25" W 165.47 feet; to an iron pin which was set; N 01°42' 00" W 400.59 feet to an iron pin which was found near the center of the roadway; and N 01°43'33" W at 30.65 feet pass an iron pin set on the North side of Bell Springs Road, continuing with the East boundary of the property of Dan Houchin (3.01 ac., Tract 5A of Bell Springs Ranches as conveyed in Vol. 5239, Pg. 526), in all 179.76 feet to an iron pin which was found; continuing with the common boundary of Alexander and Houchin, finding iron pins at bends in the fence line as follows; N 01°52' 54" W 553.73 feet; N 01°43'56" W 372.79 feet; and N 86°08'04" W 213.16 feet to a nail in a post which was found at the most Westerly South corner of Alexander. This corner exists at or near the Southwest corner of the Josias Bealle Survey and at the Southeast corner of the H. Pressler Survey, Abstract 736.

THENCE with the West boundary of Joseph W. Alexander, Trustee and the East boundary of the property that is described in the deed to Don Zapp (266.655 ac. Vol. 2559, Pg. 501), along or near the general line of the existing fence, N 28°06'06" E 2836.48 feet to a steel cotton spindle which was set by a fence corner post that exists at the Northwest fence corner of Joseph W. Alexander, Trustee.

THENCE continuing with the common boundary of Alexander and Zapp, finding ½ inch iron pins in the existing fence line as follows; N 88°27'37" E 336.46 feet; (L10) N 87°38'59" E 107.78 feet; N 88°09'43" E 426.80 feet; and N 88°12'33" E 301.09 feet to a railroad spike which was found in the South line of Lost Creek Road.

THENCE with the South line of Lost Creek Road, along or near the general line of an existing fence, N 88°23'28" E 1802.85 feet to an iron pin which was found; crossing Lost Creek Road, (L6) N 88°16'50" E 49.99 feet to a 1 inch pipe which was found at the Northeast corner of the 264.70 acres that is described in the deed to Joseph W. Alexander, Trustee (Vol. 4858, Pg. 176). This corner exists on the East line of the Josias Beall Survey, in the West line of the J.E. Puryear Survey, and in the West line of Lot 4 of the Resubdivision of River Oaks Ranch, Phase 1 (Plat filed Vol. 4, Pg. 370).

THENCE with the East boundary of the Alexander 264.70 acres, and the East line of Lost Creek Road, finding iron pins at lot corners in the West line of said River Oaks Ranch, as follows; (L5) S 28°40'09" W 60.24 feet; (L4) S 28°25'13" W 225.88 feet; and S 28°07'49" W 303.70 feet to an iron pin which was found at a fence corner at the intersection of the East line of Lost Creek Road with the North line of Bell Springs Road.

THENCE with the East boundary of the 264.70 acres of J.W. Alexander, Trustee, (L14) S 28°21'28" W at 30.48 feet pass an iron pin which was set for the Southeast corner of a 0.42 acre section of Lost Creek Road that is in use as a public road; continuing in all (L2) S 28°21'28" W 41.11 feet to an iron pin which was found; and (L1) S 28°18' 35" W 67.54 feet to an iron pin which was found in the South line of Bell Springs Road.


THENCE continuing with the East boundary of the 264.70 acre Alexander property and the West boundary of the property described in the deed to Suzanne Delaurentus (60.17 ac. Vol. 1464, Pg. 939), setting ½ inch capped iron pins in the fence line as follows; (L8) S 30°26'41" W 113.96 feet; S 28°48'47" W 523.15 feet; S 28°38' 32" W 1037.48 feet; and S 28°26'32" W 1029.94 feet to an iron pin which was found at the Northwest corner of Lot 7 of River Oaks Ranch Phase 4, a plat filed in Vol. 6, Pg. 22 (lot conveyed to Grady Giles Vol. 2025, Pg. 597). This corner exists in the East line of the James Lynn Survey and in the West line of the J.E. Puryear Survey.

THENCE continuing along the East line of the 264.70 acre tract of J.W. Alexander, Trustee, with the West line of Grady Giles, and along the survey line, S 28°25'47" W 836.44 feet to a nail found by a post at the Southwest corner of Grady Giles.

THENCE continuing along the East line of the 264.70 acre tract of J.W. Alexander, Trustee, and along the survey line, with the West boundary of Lot 9 of Heather Hills, a plat filed in Vol. 10, Pg. 171 (lot conveyed to Juan Campos Vol. 3053, Pg. 530); S 28°10'53" W 485.80 feet to a nail found by a fence corner post; and S 04°27'08" W 324.98 feet to the POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this the 22ND day of February of 2016, A.D. File:Alexander 264.doc


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

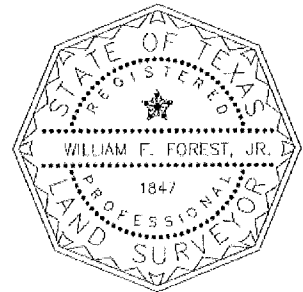


EXHIBIT B

SURVEY FOR THE ALEXANDER RANCH

264.56 AC.

CALLED 264.70 AC. VOL. 4858, PG. 176

DEED TO JOSEPH W. ALEXANDER, TR.

D/T CALLED 333.25 AC.,

TRACT ONE 167.6 AC. VOL. 47, PG. 288

TRACT TWO 160 AC. VOL. 65, PG. 352

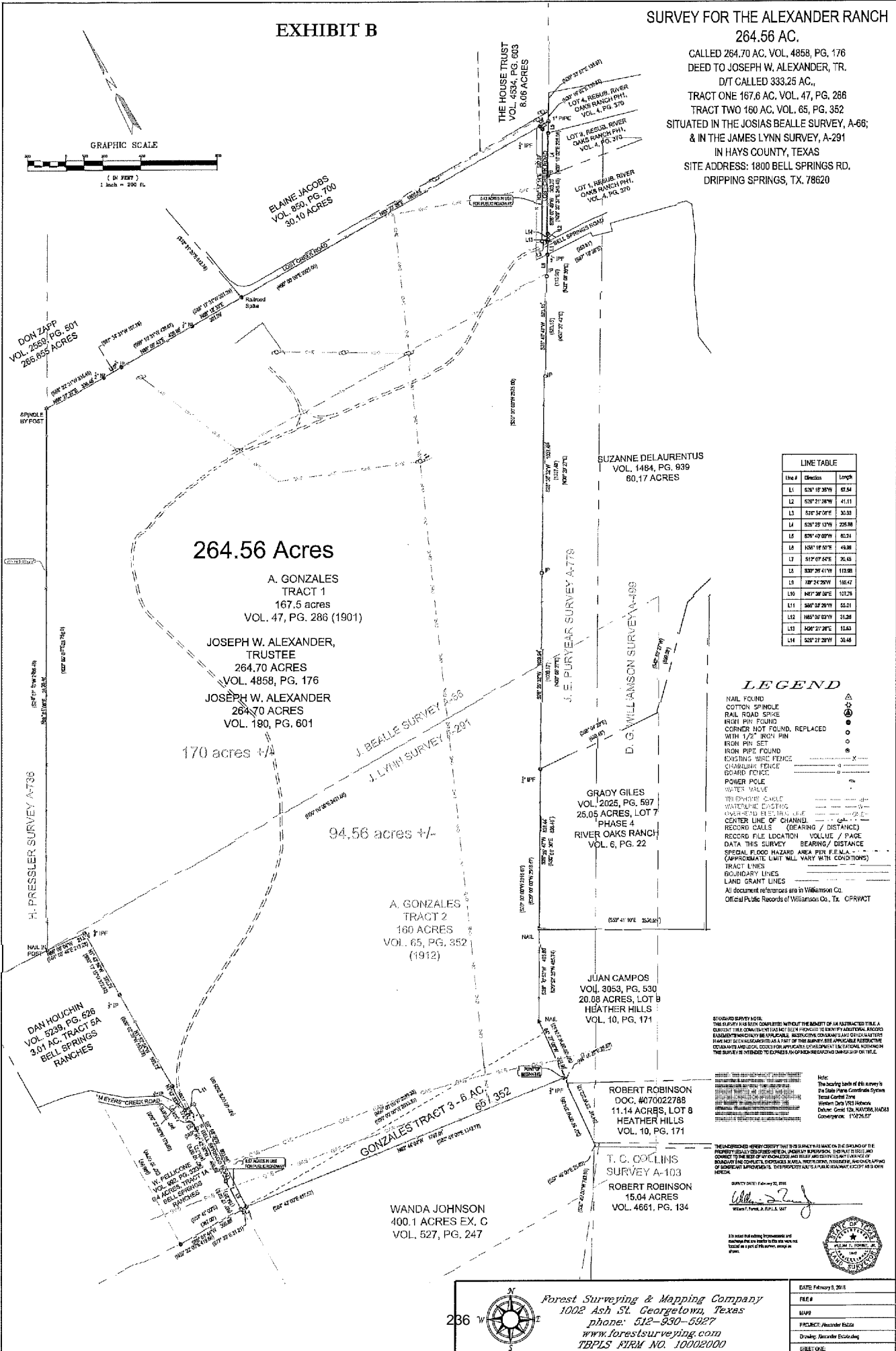
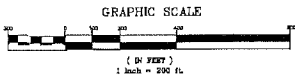
SITUATED IN THE JOSIAS BEALLE SURVEY, A-68;

& IN THE JAMES LYNN SURVEY, A-291

IN HAYS COUNTY, TEXAS

SITE ADDRESS: 1800 BELL SPRINGS RD.

DRIPPING SPRINGS, TX. 78620



Line #	Direction	Length
L1	S29°18'30"W	67.54
L2	S29°21'28"W	41.11
L3	S29°34'05"E	30.33
L4	S29°25'10"W	225.88
L5	S29°42'00"W	62.71
L6	S29°18'50"E	49.28
L7	S17°07'54"E	26.16
L8	S29°29'41"W	115.88
L9	N07°24'28"W	165.47
L10	N07°38'30"E	107.28
L11	S00°07'28"W	55.21
L12	N08°30'03"W	21.28
L13	N06°21'28"E	15.63
L14	S29°21'28"W	30.46

LEGEND

- NAIL FOUND
- COTTON SPINDLE
- RAIL ROAD SPIKE
- IRON PIN FOUND
- CORNER NOT FOUND, REPLACED WITH 1/2" IRON PIN
- IRON PIPE FOUND
- EXISTING WIRE FENCE
- CHARLIER FENCE
- BOARD FENCE
- POWER POLE
- WATER VALVE
- TELEPHONE CABLE
- WATCHLINE EXISTING
- OVERHEAD ELECTRICAL LINE
- CENTER LINE OF CHANNEL
- RECORD CALLS (BEARING / DISTANCE)
- RECORD FILE LOCATION VOLUME / PAGE
- DATA THIS SURVEY BEARING / DISTANCE
- SPECIAL FLOOD HAZARD AREA PER F.E.M.A.
- CAPRIUMATITE UNIT WILL VARY WITH CONDITIONS
- TRACT LINES
- BOUNDARY LINES
- LAND GRANT LINES
- All document references are in Williamson Co.
- Official Public Records of Williamson Co., Tx. C/PRAWT

STANDARD SURVEY NOTE:
THIS SURVEY IS A RECONSTRUCTION OF AN EXISTING FILE. A CHECK OF THE ORIGINAL RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS, HAS REVEALED THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS. THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS. THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

NOTE:
The bearing and distance of this survey is based on the State Plane Coordinate System, Texas Central Zone, NAD83 datum, and the North American Datum of 1983 (NAD83). The bearing and distance of this survey is based on the State Plane Coordinate System, Texas Central Zone, NAD83 datum, and the North American Datum of 1983 (NAD83).

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY IS MADE ON THE BASIS OF THE BEST AVAILABLE INFORMATION AND THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT. THE UNDERSIGNED HEREBY CERTIFY THAT THIS SURVEY IS MADE ON THE BASIS OF THE BEST AVAILABLE INFORMATION AND THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT.

DATE: February 3, 2015
FILE #
MAP
PROJECT: Alexander Ranch
Drawing: Alexander Ranch
SHEET ONE

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

PLN-1774-PC; Discussion and possible action to approve the final plat of the Replat of Lot 12, Los Ranchos Subdivision; hold a public hearing.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.

The proposed re-plat will divide Lot 12 into 2 lots, Lot 12A and 12B. Water service will be provided by private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: October 5th, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the final plat of the Replat of Lot 12, Los Ranchos Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.
- B) The proposed replat will divide Lot 12 into two (2) lots: 12A and 12B. Water Service will be provided by private wells. Wastewater Treatment will be accomplished by individual on-site sewage facilities.
- C) Per Texas Local Government Code requirements, a public hearing for this proposed Replat of Lot 12 will take place on October 5th, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

STAFF COMMENTS:

Staff has completed review for the Replat of Lot 12, Los Ranchos Subdivision. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

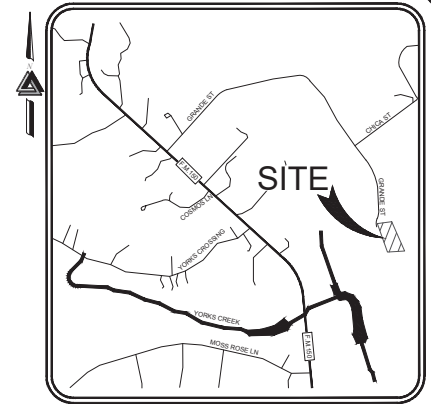
There are no variance requested and at the time this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

**REPLAT OF LOT 12,
LOS RANCHOS SUBDIVISION
ESTABLISHING LOTS 12A & 12B,
LOS RANCHOS SUBDIVISION
HAYS COUNTY, TEXAS**



VICINITY MAP
N.T.S.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Drel H. Ranch LLC, a Texas limited liability company, by and through Reinhard Haltermann, owner of Lot 12 of Los Ranchos, a subdivision in Hays County recorded in book 2, page 8, Plat Records of Hays County, Texas, as described in a deed recorded in Document No. 20038891 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID Lot 12, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 12, LOS RANCHOS SUBDIVISION, ESTABLISHING LOTS 12A AND 12B, LOS RANCHOS SUBDIVISION, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____ A.D. 20____

By _____
Reinhard Haltermann
310 Edwards Dr.
Kyle, TX 78740

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Drel H. Ranch LLC, a Texas limited liability company, by and through Reinhard Haltermann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____ A.D. 20____

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____ A.D. 2021, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____ A.D. 2021.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Gaasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

Date _____

Marous Pacheco, Director
Hays County Development Services

Date _____

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no viable and apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located and placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2021.

RELEASED FOR REVIEW 08/23/21
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres
Registered Professional Land Surveyor, No. 5737
State of Texas

Date _____

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Numbers, 48209C 0255 F and 48209C 0265 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this ____ day of _____ A.D. 2021.

RELEASED FOR REVIEW 08/23/21
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll
Registered Professional Engineer, No. 119251
State of Texas

Date _____

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____ A.D. 2021, at o'clock ____ m., in the plat records of Hays County, Texas, in instrument Number _____

WITNESS my hand and seal of office this the ____ day of _____ A.D. 2021.

Elaine H. Cardenas
County Clerk
Hays County, Texas

PLAT NOTES

1. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone and outside the boundaries of the Edwards Aquifer Recharge Zone.
3. No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0255F and Panel #48209C 0265F, dated September 2, 2005.
4. This subdivision contains 2 lots for a total of 12.46 acres.
Lots less than 1.00 acres: 0
Lots 1.00 to 2.00 acres: 1
Lots 2.00 to 5.00 acres: 0
Lots 5.00 to 10.00 acres: 0
Lots 10.00 acres or larger: 1
5. This subdivision lies within the following jurisdictions:
School District - Hays CISD
Barton Springs Edwards Aquifer Conservation District
Emergency Services District - #1 & #6
Hays County Precinct - #4
6. Water supply for this subdivision will be provided by private wells.
7. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
8. Wastewater treatment for this subdivision is to be provided by individual on-site sewage facilities as approved by Hays County Development Services. Lot 12A is restricted to the use of one advanced on-site sewage facility.
9. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
10. Telephone service for this subdivision is provided by Frontier.
11. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
12. Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
13. All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
14. Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
15. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
16. No lots are to be occupied until OSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
17. All lots served by a shared access driveway are restricted to one single family residence per lot and if any other development of a dwelling unit occurs on any of the lots obtaining access through the shared access driveway, then such new dwelling unit must be constructed on a separately platted lot with direct frontage onto and physical access to a regulated roadway prior to construction of the dwelling unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
18. The owners of the single family residence obtaining access through the shared access driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
19. Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
20. Bearing Basis: Texas State Plane Coordinate System--South Central Zone.

ENGINEER:

AUGUST 23, 2021

SURVEYOR:



TRI-TECH
ENGINEERING SURVEYING PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

www.tritechtx.com

TBPLS REGIS. #10193729
TBPE REGIS. #118693

PLAN 57xx

SM-21-1111000
SMS-MC370-21

**REPLAT OF LOT 12,
LOS RANCHOS SUBDIVISION
ESTABLISHING LOTS 12A & 12B,
LOS RANCHOS SUBDIVISION
HAYS COUNTY, TEXAS**

C1
R=50.00' (50.00')
D=73°44'36"
L=64.35' (64.34')
CL=60.00' (60.00')
CB=N 09°51'48" W (N09°53'W)

C2
R=35.34' (35.34')
D=45°00'32" (45°00')
L=27.76' (27.76')
CL=27.05' (27.05')
CB=N 24°21'53" W (N24°15'W)

C3
R=242.65' (242.65')
D=17°00'25" (17°00')
L=72.02' (72.00')
CL=71.76' (71.73')
CB=N 06°50'24" E (N06°45'E)

LOT 14
LOS RANCHOS SUBDIVISION
VOL. 2, PG. 8
P.R.H.C.TX.

LOT 11
LOS RANCHOS SUBDIVISION
VOL. 2, PG. 8
P.R.H.C.TX.

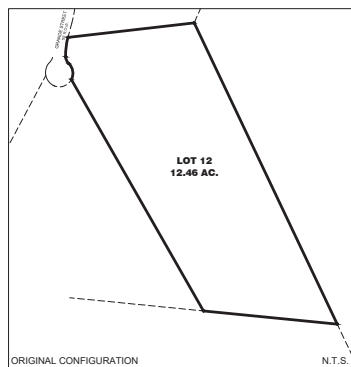
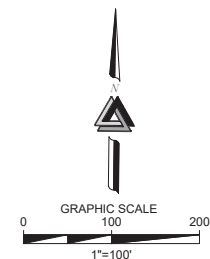
LOT 13
LOS RANCHOS SUBDIVISION
VOL. 2, PG. 8
P.R.H.C.TX.

CALLD 3,659.33 ACRES
HAY HILL HAY, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
DOC. 18026806
O.P.R.H.C.TX.

**LOT 12B
10.46 AC.**

**LOT 12A
2.00 AC.**

CALLD 103.34 AC.
JAMES N. COWDEN
DOC. 19017384
O.P.R.H.C.TX.



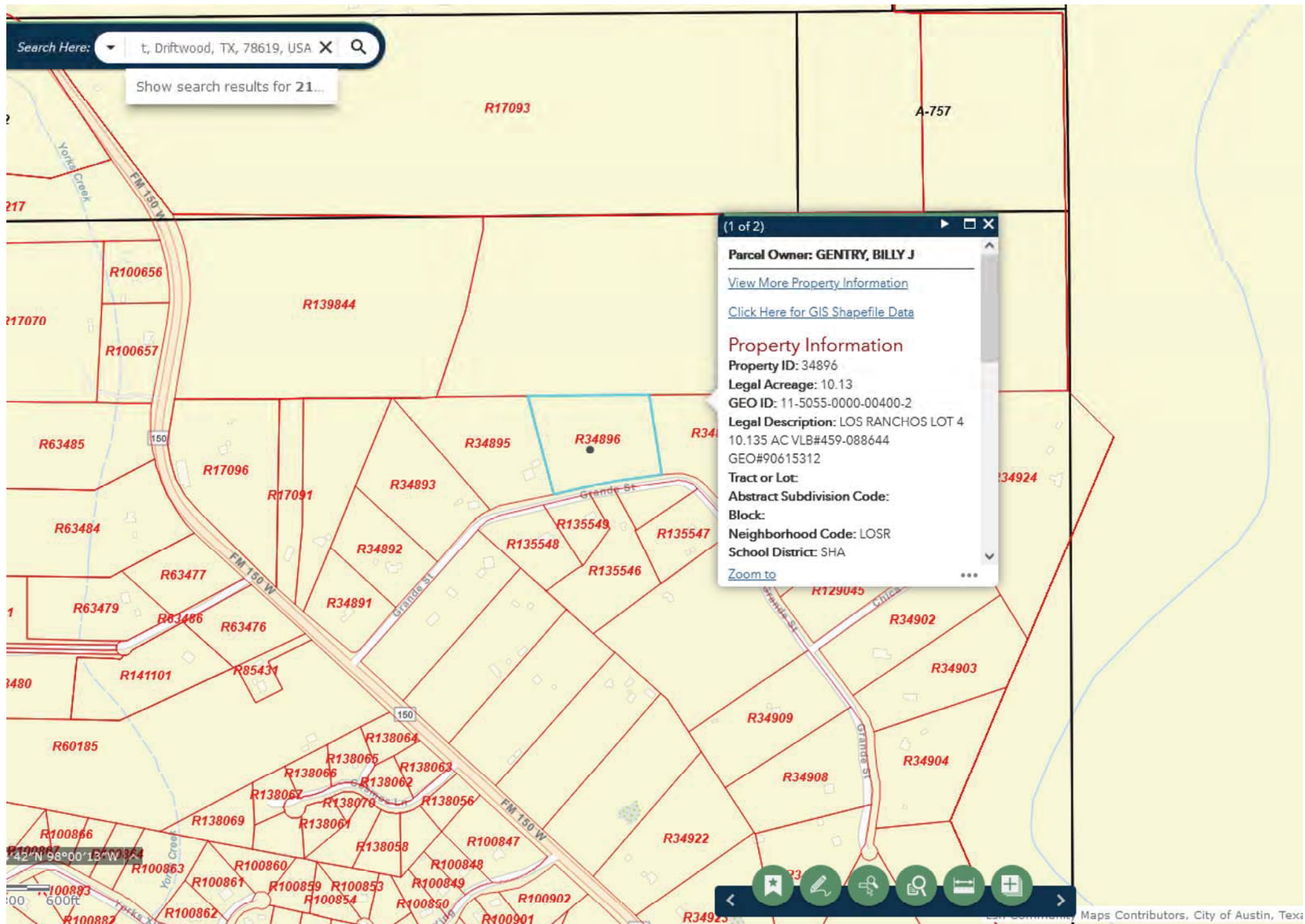
PLAN 57xx

SM-21-111000
SMS-MC370-21

LEGEND			
■	IRON ROD W/ TRI-TECH CAP SET	I.R.	IRON ROD FOUND
●	IRON ROD FOUND	FND	FOUND
(xxx)	RECORD DIMENSIONS	B.L.	BUILDING SETBACK LINE
I.P.	IRON PIPE	OPRHTX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
		PRHCTX	PLAT RECORDS OF HAYS COUNTY, TEXAS

ENGINEER: **TRI-TECH**
ENGINEERING SURVEYING PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-9222
www.tritechtx.com
AUGUST 23, 2021
SURVEYOR: TBPLS REGIS. #10193729
TBPE REGIS. #118693

SHEET 2 of 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 execute a Master Services & Purchase Agreement with Munission, LLC related to the Hays County website refresh project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 5, 2021	\$9,150

LINE ITEM NUMBER

001-680-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	BECERRA	N/A

SUMMARY

In June 2018, Hays County awarded a contract under formal solicitation RFP 2018-P04 to Electronic Ecommerce Link, Inc. (dba eGovLink) for website redesigns services. E-Govlink's products are now owned and operated by Munission, a comprehensive provider of Software Solutions to Municipalities and Public Safety agencies.

Under a revised contract with Munission, Hays County would transition to a Content Management System (CMS) web platform. The CMS benefits include enhanced visual appeal; improved back-end editing; improved navigation and utility for the public, employees and other stakeholders; more stable and reliable service; additional features and functions; and an overall improved interface with the public. Funds were budgeted during the FY22 budget process for the website refresh and annual maintenance.

Attachment: Munission Master Services & Purchase Agreement

Master Services Agreement

No.148

This Software as a Service Agreement (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between Munission, LLC, a limited liability company organized in Puerto Rico with offices located at 1225 Ave. Ponce de León PH-894 San Juan, PR 00907 (“**Provider**”), and **Hays County**, a county in **Texas** with offices located at **712 S. Stagecoach Trail San Marcos, Texas 78666** (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services available at <https://hayscountytx.com>.

(e) “**Order Form**” means an order form between Provider and Customer, in the form set forth as **Exhibit A** hereto.

(f) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

(g) “**Services**” means the software-as-a-service offering described in the Order Form.

(h) **“Third-Party Products”** means any third-party products provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement and the applicable Order Form, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(f)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords, keys and/or network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(f)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer’s or any Authorized User’s use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E)

Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in the applicable Order Form. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in the applicable Order Form.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on the applicable Order Form during the term of this Agreement provided Customer has an active subscription for the applicable Service.”

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees (“**Fees**”) as set forth in the applicable Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 2.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for twenty (20) days or more, Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will

survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products (if any), the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider's sole liability to the End User with respect to non-conforming products, is Supplier's standard limited warranty in force when the Product is delivered by Provider to End User, as set out in the written warranty statement on Supplier's website, available here: <https://hayscountytx.com> (the "**Limited Warranty**"), subject in all respects to any limitations set forth therein. The Limited Warranty is fully incorporated into this agreement as if fully set forth herein.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), OTHER THAN THIS LIMITED WARRANTY, THE PROVIDER, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY DATA, SERVICE, SOFTWARE AND HARDWARE PROVIDERS HEREBY DISCLAIM ANY OTHER EXPRESS REPRESENTATION OR WARRANTY OF ANY KIND; ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND USE OR NON-INFRINGEMENT ARE

LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE IN CONNECTION WITH PROVIDER PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES THAT NEITHER PROVIDER NOR ITS THIRD PARTY PROVIDERS CONTROL YOUR EQUIPMENT OR THE TRANSFER OF DATA OVER THE INTERNET, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND MAY NOT BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, UNINTERRUPTED OR ERROR FREE. No Provider employee, agent, or reseller can make any verbal or written modification, extension, or addition to this warranty.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by

Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS LESS.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS LESS.

11. Term and Termination.

(a) Term. This Agreement begins on the Effective Date and shall continue in effect so long as there is an active Service between Provider and Customer, as set forth on the applicable Order Form (the "**Term**"), unless earlier terminated pursuant to this Agreement's express provisions. Notwithstanding the foregoing, Customer acknowledges and agrees that the minimum term for any software license is twelve (12) months from the Billing Commencement Date as set forth in the applicable Order Form (the "**Software Term**"). The Software Term shall automatically renew for successive one year terms unless either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current Software Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and

such failure continues more than 20 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, 12 and 13 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Governing Law; Mandatory Arbitration.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, SHALL BE RESOLVED ONLY BY BINDING ARBITRATION, CONDUCTED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS) (OR THEIR SUCCESSOR, AND IF NONE, BY THE JAMS), IN NEW YORK, NY. Written notice of the demand for arbitration shall be served on the other party to this agreement and filed with JAMS. The demand for arbitration shall be made within the applicable statute of limitations. The arbitrator shall be experienced in the subject matter of the arbitration. The award shall be in writing and shall contain findings of fact and conclusion of law and shall set forth the nature, amount and manner of calculation of damages. The award shall be final and non-appealable. ACCORDINGLY, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR CONSTITUTIONAL AND OTHER RIGHTS TO A TRIAL BY JUDGE AND/OR JURY. Company and Customer agree that

this agreement to submit claims to binding arbitration does not cover claims solely for injunctive relief and/or equitable relief as to which claims, and only as to which claims, it is understood and agreed that Company and Customer may seek and obtain injunctive relief from a court of competent jurisdiction as a provisional remedy pending appointment of an arbitrator if applicable. The parties further agree that all claims must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, collective or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective or representative proceeding. The parties expressly agree that except for any question of whether a claim can be arbitrated on a class-wide, collective or representative basis (an issue which must be decided by a court of competent jurisdiction), the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement, including but not limited to, any claims that any part of this agreement is unenforceable, void or voidable.

(b) Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Order Forms, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Order Forms, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Order Forms signed between Provider and Customer; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, national

or regional emergency or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(h) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which

monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MUNISSION, LLC

HAYS COUNTY, TEXAS

By: _____

By: _____

Name: DANIEL BRATONE

Name: _____

Title: CHIEF EXECUTIVE OFFICER

Title: _____

EXHIBIT A

Order Form

Order and Purchase Agreement

Master Services Agreement Number: 148

Order Form Number: 01

This Order and Purchase Agreement ("**Order Form**") adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**Master Agreement**"), which was entered into on _____, between Munission, LLC, a limited liability company organized in Puerto Rico ("**Provider**") and **Hays County, Texas** ("**Customer**," and together with Provider, the "**Parties**," and each, a "**Party**"), as it may be amended from time to time. This Order Form is effective on the date last set forth below ("**Effective Date**") and will remain in effect until the Expiration Date (as set forth below), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this Order Form will be conducted in accordance with and be subject to the terms and conditions of this Order Form and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Services

The relevant services associated with this Order Form are as follows:

Quantity	Service	Description	Fee Type	Fee	Billing Date
1	Munission CEM	Citizen Experience Management Platform	Annual	\$6950.00	October 1
1	Munission Site	Munission Site Refresh	One-Time	\$2200.00	On Receipt

2. Support: Normal

3. Fees. All costs listed above are based on the scope and assumptions included in this Order Form. All Fees shall be subject to the Master Agreement and payable on June 1 of each year.

4. Other Order-Specific Terms and Conditions: None

5. Order Term & Expiration Date. The minimum term for any software licenses set forth above is twelve (12) months from the Billing Commencement Date (with respect to each such Service, the "**Software Term**"). The Software Term for any such license shall automatically renew for successive one year terms unless either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current Software Term. The Master Services Agreement shall remain in full force and effect for so long as there is an active Service between Provider and Customer.

6. Counterparts. This Order Form may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Order Form electronically or by facsimile shall be as effective as delivery of an original signed counterpart of this Order Form.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Order Form as of the date last set forth below.

MUNISSION, LLC

By: _____

Name: DANIEL BRATONE

Title: CHIEF EXECUTIVE OFFICER

Date:

HAYS COUNTY, TEXAS

By _____

Name:

Title:

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 execute a Professional Services Agreement with Tyler Technologies, Inc. for the Pre-file Active Case Judge Assignment Feature.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 5, 2021	\$31,005

LINE ITEM NUMBER

001-680-00.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	SHELL	N/A

SUMMARY

The pre-file system prospectively assigns misdemeanor and felony cases to County Courts-at-law and district courts at the time of arrest. The system streamlines case filing, prosecutor assignment, and defense counsel communication by pre-designating the court in which the case will be filed. Currently, the felony case assignment system will ensure that a single defendant with multiple charges will be assigned to the same court. The misdemeanor system does not share this feature, resulting in many misdemeanor defendants having pre-file cases designated to multiple. The proposed upgrade to the misdemeanor process will add the case-consolidation functionality present in the felony process. In addition, if the defendant has pending charges, any new charges will be automatically assigned to the court in which the pending charges are filed. Matching new pre-file assignments to pending cases will facilitate case assignments to prosecutors and judges already familiar with the previously filed cases and avoid the necessity of case transfers in accordance with court guidelines. Funds were budgeted during the FY22 budget process for this project.

Attachment: Tyler Technology Professional Services Agreement
Sourcewell Contract #090320-TTI



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hays County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	FIXED AMOUNT
Analysis / Design (Project Definition Development Creation) - (26 Hours) Development, QA, Documentation – (117 Hours) Project Management – (13 Hours) Client: Hays County, TX REQ-4758/ Pre-file Active Case Judge Assignment Feature	\$31,005
	TOTAL CONTRACT AMOUNT \$31,005

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Professional Services Agreement Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder for the fixed fee specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Client of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

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 execute a License and Services Agreement with Tyler Technologies, Inc. for the Jury Manager Software.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 5, 2021	\$159,879

LINE ITEM NUMBER

001-680-00.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Tyler Jury Manager will simplify numerous repetitive tasks, so the Courts can effortlessly manage the jury selection process from start to finish with one platform. The jury management system has the following features:

- >Simply log-in and set dates to start the summons process
- >Get accurate, fast responses via online questionnaires
- >Easily communicate with jurors via their preferred communication method
- >Check jurors in quickly, assign jurors, re-use panel members, handle payments, and more at the court via computer, kiosk, or mobile device
- >Streamline processes to enhance time management

Funds were budgeted during the FY22 budget process for this project.

Attachment: Tyler Technology License and Services Agreement
Sourcewell Contract #090320-TTI



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Hays County, TX
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.



- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and

Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You

further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.
- (vi) Lose access to any Tyler hosted websites (CivilView and SalesWeb).

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is



not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may

purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or

purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted in the Investment Summary, licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: County and State Specific Maintenance and Support Services
	Schedule 2: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Hays County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Hays County
1307 Uhland Road
San Marcos, Texas 78666
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Software & Services			
Software Licenses (On Premise)			License Fee
Tyler Jury Manager			\$55,000
Tyler Jury eResponse			\$29,900
Tyler Jury Voice			\$29,900
Tyler Jury Image Data Capture			\$29,900
Bundle Discount (40% of License Fees)			-\$57,880
Tyler Jury (Incode) License Credit			-\$22,500
License Fees			\$64,320
Transaction-Based Services			Recurring Cost
Tyler SummonsDirect (35,001 summons @\$0.57 each)			\$19,951
Tyler Jury Message (30,000 SMS @ \$0.10 each)			\$3,000
Annual Source Update			\$3,000
Transaction-Based Fees			\$25,951
Professional Services			
Services	Rate	Hours	Cost
Project management	\$185.00	156	\$28,860
Source List / Data Conversion	\$175.00	24	\$4,200
Deployment	\$175.00	57	\$9,975
Integration Development / Consulting	\$200.00	50	\$10,000
Setup, Configuration & Consulting	\$175.00	37	\$6,475
Training / Go-Live Assistance	\$175.00	40	\$7,000
Services Total			\$66,510
Project Total			\$ 156,781
Travel Expenses			
Description	Cost		
Estimated Travel Expenses	\$3,098		
Travel Expense Total			\$3,098

Maintenance & Support
Annual M&S Fees
\$11,550
\$6,279
\$6,279
\$6,279
\$30,387



Exhibit A
Schedule 1
Migration Modules

Tyler (Incode) Jury Manager



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: 100% on the Effective Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees for Year one through Year three are as listed in the Investment Summary and are due upon the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. Upon the Effective Date, Client shall no longer be required to pay annual support fees for the Migration Modules.

1.3 *Credit for Prepaid Maintenance and Support Fees for Migration Modules.* Upon the Effective Date, Client will receive a credit for any prepaid, unused maintenance and support fees for the Migration Modules as indicated in the Investment Summary, Exhibit A, Schedule 1.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Transaction-Based Services.

3.1 *Summons Direct.* The Summons Direct services set forth in Exhibit A to the Agreement shall have a term that commences upon the earlier of the mailing of the first summons or six months from the Effective Date and continues for a period of three years ("Initial Transaction Term"). Tyler shall invoice for such services upon the commencement of the Initial Transaction Term and on every anniversary thereof. Fees shall be determined in accordance with the process set forth in the Statement of Work, Exhibit E. Following the Initial Transaction Term, the term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement.

3.2 *Tyler Jury Messenger.* Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30)



days.

3.3 *Annual Source Update.* The annual source update will be invoiced annually as the services are delivered in accordance with the terms in the Statement of Work, Exhibit E.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses for the scope of services quoted as of the Effective Date. Travel expenses are estimated in the Investment Summary. Travel expenses for any additional scope will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. To the extent we are invoicing you for travel expenses, copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for three (3) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period.
2. Maintenance and Support Fees. Your maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) along with the appropriate documentation that we make generally available



without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;

- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.



Exhibit C
Schedule 1
County Specific Maintenance and Support Services

Our county customers receive, as part of the annual maintenance and support services, the following additional services:

1. If Odyssey is included as part of the Tyler Software, then a license to the Enterprise Custom Reporting functionality is made available therein and maintenance of that functionality.
2. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonable efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.
3. For county customers, we also make available legislative change support as follows:
 - 3.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.
 - 3.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
 - 3.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term.
 - 3.4 You are responsible for any fees in excess of the applicable limits under Section 3.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement.
 - 3.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D

Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.



Exhibit E
Statement of Work for
Implementation of Tyler Jury Manager,
Browser-based Jury Management System
On Premises Implementation
In Hays County, TX
September 23, 2021

Tyler Technologies will implement Tyler Jury Manager in Hays County, TX under the following terms.

Project Terms

Tyler will...

1. Provide a perpetual site-wide license for the following Products:
 - **Tyler Jury Manager;** web-based jury management system;
 - **Tyler Jury Response;** interactive web response system;
 - **Tyler Jury Voice;** interactive voice response system;
 - **Tyler Jury Capture;** image data capture system;
2. Provide the following Recurring Services:
 - **Tyler Jury Message;** text-messaging service (max 30,000/year);
 - **Annual Source Update** whereby TYLER will merge/purge existing source list with the new source data to be provided by the customer. The extent and degree of matching criteria used in the Source List Update will be agreed upon (and signed off) by both parties before work is performed – 1 per year;
 - **Tyler SummonsDirect**, data cleansing and summons production/ mailing service.
 - The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of **35,001** documents per year, the "Annual Estimate".
 - If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Tyler Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.



- In the event the Actual is fewer than the Annual Estimate, Tyler Technologies will adjust the Annual Charges for SummonsDirect (and by extension, the Subscription Fees) according to our then prevailing, published rates at the volume of the Actual. The Actual will become the Annual Estimate for the foregoing annual term and will be invoiced at the published rates for the new Annual Estimate.
 - If the total revised charges are less than the total charges you paid for SummonsDirect (and by extension, the Subscription Fees) based on your original Annual Estimate, Tyler Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
 - The SummonsDirect price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices. However, from time to time, if a price increase for materials occurs during the contract period, the contract price shall be adjusted accordingly at the discretion of TYLER.
3. Provide the following Required Third-Party Products Required for Installation and Use of Tyler Jury Manager:
- SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Tyler Jury Manager;
 - Microsoft .Net Framework 4.X for use in connection with Tyler Jury Manager;
4. Provide the following Professional Services:
- Provide project management services to coordinate all aspects of the project;
 - Provide an expert jury management consulting resource to conduct Business Requirements Review with the Client's appointed user-committee to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
 - After the Business Requirements Review, TYLER will provide to the Customer a Project Implementation Schedule (including proposed Customer timelines and deliverables in respect of the project as well as designated Customer Project Milestones) for review and comment by the Customer. Once mutually agreed with the Customer, the Project Implementation Schedule will be the project schedule of timelines, deliverables and Milestones of the Customer to be performed by and required of the Customer.
 - In the event of a failure by the Customer to meet a Milestone, which results in a delay to the Project beyond the originally agreed Project Implementation Schedule, Courthouse shall be entitled to an additional fee for each week or part thereof of delay to the Project Implementation Schedule arising due to such failure based on a pro rated weekly portion of the System Implementation – Project Management charge;
 - 1 iteration (this includes any design changes the customer would like to make to the initial summons design) of a consolidated, county-wide jury summons design, free of charge – subsequent design iterations will be billed at TYLER's published, prevailing rates (prevailing rates are the published hourly rates TYLER charges at the time of subsequent design iterations. Current rates are \$200/hour – minimum work of 2 hours for any summons design change). This does not include alignment issues, spelling/punctuation mistakes or small changes that do not affect the layout or design;

- Use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development (prevailing rates are the published hourly rates TYLER charges at the time of any change request. Current rates are \$200/hour – minimum work of 2 hours for any custom report or letter design change, system code change or other customization not part of standard project);
- Pipeline source list data from the Customer's current jury management system to the Tyler Jury Manager database or install a new source list – active data from the legacy jury management system (Permanent Disqualified records and Last Reporting Date) will be transferred to the JMS database only as mutually agreed;
- Provide an expert Tyler Jury Manager installation resource for installation of Tyler Jury Manager in a training and a production environment;
- Provide a 2-hour, online System Administrator training session;
- Provide a 2-day User training session to the Customer's staff at Customer's premises;
- Provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- Provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system;
- Provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;
- Provide warranty service wherein we will remedy (at our expense) any deficiencies (break/fix issues) with the software identified for its lifetime; and,

In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with Tyler;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist Tyler and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Tyler Jury Manager;
- Appoint IT Staff who will participate in the Technical Requirements Review to ensure all local requirements for installation and implementation of Tyler Jury Manager are detailed;
- Assist Tyler with project planning including creating a project timeline, and an implementation plan;
- Provide a single point of contact as “first-line” support for any software support issues or questions by any user or court location in the implementation. This staff member will be in contact with Tyler Support personnel;
- From time to time provide the assistance of the Customer’s IT personnel;
- Provide CHT with remote (VPN/remote desktop) access to Customer servers to assist with system installation and configuration;
- Provide all computer hardware, communications hardware, cabling, operating system software, database software, and other software for premise connectivity;
- At the Customer’s sole option, license and install the following optional Third-Party Software for use in connection with the CHT Software:
 - Google Maps API key; and,
- Provide required USPS postal permit for use of SummonsDirect.
 - If you have an existing local permit, please supply us with your local Permit Number, Permit Type (Permit Imprint type is strongly recommended - additional costs apply to Pre-cancelled Stamps), and city/state/zip code of the Post Office that issued the permit.
 - If applying for a new permit, please complete USPS form 3615, and present it at your local USPS Business Mail Entry Unit (BMEU) along with two forms of identification and the applicable permit fees. Once the permit is issued please provide us with the Permit Number, Permit Type and city/state/zip code of the Post Office that issued the permit.
 - You will need to deposit and maintain funds on account with the USPS to cover postage.
- Maintain and be responsible for local SMTP server for Tyler Jury Manager and facilitate TJM accessing the SMTP server;
- Provide and purchase any SSL certificates required for encryption in motion (if desired);
- If Customer exceeds the maximum annual allotment of text messages (30,000 per year), Customer will pay \$0.14 per text message and will be billed monthly for such charges. Tyler will engage the Customer on a monthly basis to keep the Customer informed of SMS message counts and will give the Customer the opportunity to adjust such SMS message counts in an effort to avoid overage charges.

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 Sullivan Contracting Services to renovate the interior and exterior of the LBJ Museum in the amount of \$44,444.81 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 5, 2021	\$44,444.81

LINE ITEM NUMBER

170-657-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	INGALSBE	N/A

SUMMARY

The manager of the LBJ Museum has requested that Hays County renovate the LBJ Museum by replacing/repairing the plaster on the interior and exterior of the building, clean and seal brick and limestone details on the building, repair concrete column in front of the building, paint, etc. Building Maintenance has secured a proposal from Sullivan Contracting under the Choice Partners Contract # 21/039MR-14 for the completion of this work.

Attachment: Sullivan Contracting Proposal

Budget Amendment:
Decrease 170-657-00.5448
Increase 170-657-00.5741



PROPOSAL

The Pounds Group LLC dba Sullivan Contracting Services

Choice Partners Contract #: 21/039MR-14

Send to: Hays County Phone: 512.393.7659 9/22/2021
712 Stagecoach Rd. Job #: 621166
San Marcos, TX 78666 Email: chris.deichmann@co.hays.tx.us
Attn: Chris Deichmann Job Name: Plaster Repairs LBJ Museum - CP

Labor and materials to complete the following project:

Option #1 -

- Provide and install (1) concrete repair at right column of building
- Pressure wash front of building to prep for coating.
- Apply sealants at cracks that cannot be bridged by coating.
- Remove rust from (10) existing metal plates on front of building.
- Apply (2) coats of Sherwin Williams DTM paint. (Owner to provide color)
- Clean and seal brick and limestone details at upper windows.
- Remove front plaque to apply coating.
- Remove front light covers to apply coating.
- Ensure proper termination points are caulked.
- Apply (2) coats of BASF EL750. (Owner to provide color selection off standard chart)
- Prep and repaint awning trim, wood, trim at parapet, and wood trim at stucco to rock transition. (Match existing colors)
- Reinstall plaque and light covers.
- Provide any necessary access, scaffolding, scaffolding nets, sidewalk closure permits.
- Make plaster repairs on interior wall as needed.
- Paint all 4 walls upstairs once plaster repairs are completed.
- Clean mess generated by construction.

Pricing below excludes any water run off fees if required

Exclude: After Hours, Structural Design/Fees, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.

***Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above. ***

Due to current volatility in the market, proposal has potential to only be guaranteed for 15 days

CostWorks Base	\$51,012.69
85% Coeff	\$43,360.79
Owner Contingency	\$0.00
Sub Total	\$43,360.79
Bond	\$1,084.02
PROJECT TOTAL	\$44,444.81 <i>Plus applicable sales tax</i>

Option #2 - Same scope of work on exterior, demo interior

plaster and clean brick - ADD \$7,697.00

Respectfully submitted,
Kyle Baker

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a \$2,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2022 related to Indigent health care costs.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 5, 2021	\$2,000,000

LINE ITEM NUMBER

120-675-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shell	SHELL	N/A

SUMMARY

Dedicated funds are budgeted each year to be used for payments to CSRSM associated with providing indigent health care through the 1115 waiver and the Indigent Program at the Live Oak Community Clinic. The Letter of Agreement authorizes the transfer of budgeted funds.

Attachment: CSRSM Letter of Agreement

LETTER OF AGREEMENT
BETWEEN
HAYS COUNTY AND CHRISTUS SANTA ROSA HOSPITAL-SAN MARCOS

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and CHRISTUS Santa Rosa Hospital-San Marcos (**CSRSM**) to ensure CSRSM's provision of high-quality health care to the residents of the County who are eligible for benefits for the County's Fiscal Year 2022 budget period.

To enhance the health care available in the County, CSRSM provides hospital care to Indigent Residents at CSRSM at no cost to the patient. Additionally, CSRSM provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CSRSM's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CSRSM shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CSRSM's provision of Indigent Health Services, the County will pay to CSRSM two million dollars (\$2,000,000) (the **Payment**).

CHRISTUS Santa Rosa Hospital -San Marcos

Hays County

Thomas McKinney, President

Ruben Becerra
Hays County Judge

Date

Date

Stephanie Parker, Regional COO/CFO

Date

ATTEST:

County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action for funding of a feasibility study for a centralized regional animal shelter.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

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

The only regional animal shelter is located in San Marcos and was built 20 years ago. It started with 7,700 square feet and expanded in 2007 with an additional 4,995 square feet. The current capacity is 105 dog kennels and 87 cat cages and has exceeded its capacity.

In addition to being an open intake facility for all domestic animals and wildlife impounded by APOs in San Marcos, SMRAS receives domestic animals from the City of Kyle, the City of Buda, and Hays County (animals impounded by APOs working for the Hays County Sheriff's Office). Total annual animal intake is approximately 5,000. Citizens from all three cities and residents within unincorporated Hays County may bring animals to SMRAS for surrender (owner-relinquished and found animals).

Preliminary research show that a larger, centralized animal shelter is needed to better serve central Hays County and northern Hays County, and to fulfill the No-Kill Initiative, cut Animal Control Officers response times, and adequately shelter animals.

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 an outside contractor to install holiday lighting at the Historic Courthouse Grounds and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

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

Four estimates were obtained with varying options. The spreadsheet in backup shows the costs of lighting the trees and other options. Copies of the Estimates will be provided in court. The lowest estimate is \$13,860 and the highest estimate is \$63,451. We respectfully request a midway allowance not to exceed \$37,000 using the Tobacco Settlement fund, at no cost to the taxpayers.

The County Judge's Office is working with leadership of Sights and Sounds, the City of San Marcos Main Street Program, the Price Center, the San Marcos Downtown Association, the Historical Commission, and the San Marcos Convention and Visitors Bureau to help boost the economy and draw foot traffic to downtown small businesses with a lighting ceremony to take place on the courthouse grounds on December 5, 2021.

Currently, it takes 6-8 Building Maintenance Staff members 70-80 hours at \$18-\$22/hour to install and remove the lights on the historic courthouse, approximately \$10,000. This also creates a backlog on their normal maintenance responsibilities.

Quotes obtained are for leasing the lights, which would also save us the cost of replacing lights and other décor year after year.

Possible funding source: Tobacco Settlement Funds

<u>VENDOR</u>	<u>Height</u>	<u>#Trees</u>	<u>#of Lights</u>	<u>Type of Lights</u>	<u>Install/Remove</u>	<u>Lease/Buy</u>	<u>Equip Rental</u>	<u>Other</u>	<u>Other</u>	<u>Total</u>	
A	35'	16	145,000	5mm Warm White LED	Y/Y Inc	Lease \$30,739.48	Y \$2,400.00			\$33,139.48	
B	35'	19	57,000	5mm Warm White LED	Y/Y \$13,167.00	Buy \$24,538.50	N	20 Storage Bins \$588.00		\$38,293.50	
C	25'	22	30,000	5mm Warm White LED	Y/Y \$8,000	Lease \$21,600	N	Roofline/Windows \$7,000	Garland Doors \$3,000	\$13,860	*
D	25'	16	150,000	5mm Warm White LED	Y/Y \$25,600	Buy \$23,865.00	N	Lamposts, Perimeter Inc	Wreaths, Garland \$13,986.00	\$63,451.00	

*Vendor C offers a "lease discount" of \$25,740

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept the renaming of a street name as originally platted in Headwaters at Barton Creek Phase 4, Section 3 and Headwaters at Barton Creek Phase 4, Section 4.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Upon closer examination of the Headwaters at Barton Creek Phase 4 Section 3 and the Headwaters at Barton Creek Phase 4 Section 4 plats, county staff discovered the naming of Maeve's Way is a duplicate street name. There is another instance of a street name called Maeve's Way in the existing Belterra Phase 3 subdivision. Although these two streets have different postal codes and mailing addresses, both reside in the same emergency district area which can lead to confusion and a potential issue when operating dispatch and conducting emergency response.

As a result, Development Services request that the court approve renaming of all instances found in the Headwaters at Barton Creek Phase 4 Section 3 plat (Instrument # 2002251) and Headwaters at Barton Creek Phase 4 Section 4 plat (Instrument # 20022525), from Maeve's Way to Moonlit Stream Pass, to prevent any future confusion or issues regarding public safety.



**Maeves Way
Headwaters at Barton Creek**

**Maeves Way
Belterra**

Legend

— Roads_NG

ESD_zone

ESD 1 & 6

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

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 38.25 ACRES OF LAND TO BE KNOWN AS "HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 3", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOF GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

WITNESS MY HAND, THIS THE 10th DAY OF March, 2020 A.D.

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

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

BY: Jesse R. Baker
NAME: Jesse R. Baker
TITLE: Authorized Signatory
C/O 500 BOYLSTON STREET, SUITE 2010
BOSTON, MA 02116

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF March, 2020 A.D.

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

SADIE FIELDING
(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDER CONSENT:

PIONEER BANK, SSB

CHRIS BOURNE
CENTRAL TEXAS REGIONAL PRESIDENT

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

STATE OF TEXAS
COUNTY OF HAYS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF March, 2020 A.D.

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

MATT DEYLE MATTHEWS
(PRINT OR TYPE NOTARY'S NAME)

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO-WIT:

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

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

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

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

CATLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS
CITY OF DRIPPING SPRINGS
COUNTY OF HAYS

ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 3, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, TEXAS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09 AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED, THIS THE 24th DAY OF May, 2020 A.D. BY

Michelle Fischer
MICHELLE FISCHER, CITY ADMINISTRATOR

Shabaz
DATE

STATE OF TEXAS
COUNTY OF HAYS

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

Caitlyn Strickland
CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

4-15-2020
DATE

WATER SUPPLY NOTE:

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

Ginger Fought
GINGER FOUGHT, DEPUTY CITY ADMINISTRATOR
512-858-4725

5/29/2020
DATE

SURVEYOR'S CERTIFICATION:

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

John Brautigam
JOHN BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4957 - STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, SUITE 102
AUSTIN, TEXAS 78745
TBPLS FIRM NO. 10004700



03-16-2020
DATE

ENGINEER'S CERTIFICATION:

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

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

3/16/2020
DATE



STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 9th DAY OF June, 2020 A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 20022501. WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 9th DAY OF June, 2020, FILED FOR RECORD AT 3:14 O'CLOCK P.M. THIS THE 9th DAY OF June, 2020 A.D.

Elaine H. Cardenas
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS
Deputy

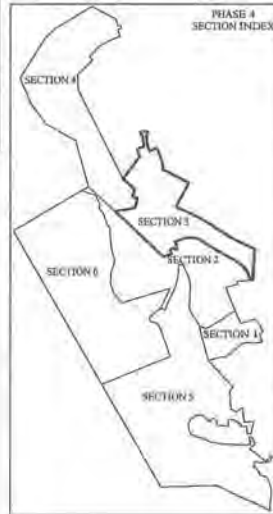
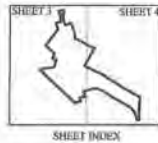


Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/10/20

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 3
CITY OF DRIPPING SPRINGS ETJ

SHEET
1
OF
5



FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48209C10108, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

JURISDICTION PLAT NOTES:

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

GENERAL NOTES:

1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
7. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION OR HEADWATERS M.U.D. AS ASSIGNED.
8. ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
10. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
11. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
12. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302346, ISSUED JANUARY 2, 2014.
13. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
15. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
16. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
17. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
18. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
19. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE OR OTHER NON RESIDENTIAL USES.
LOT 901, BLOCK E
LOT 900, BLOCK F
LOT 900, BLOCK D
20. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
21. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015005990, AND 2015032281 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
22. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
23. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE FORTY (40) FEET ON MAJOR COLLECTORS AND TWENTY (20) FEET FOR ALL OTHER ROADWAYS. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE (5) FEET RESPECTIVELY.

UTILITY NOTES:

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

LOT SIZE CATEGORIES:

- 44 LOTS TOTAL
- 41 RESIDENTIAL LOTS
- 3 NON-RESIDENTIAL LOTS

AVERAGE RESIDENTIAL LOT SIZE:	11,149 SQ. FT.
LOTS LESS THAN 1 ACRE:	41
LOTS 1-2 ACRES:	0
LOTS 2-5 ACRES:	2
LOTS 5-10 ACRES:	0
LOTS 10 ACRES OR GREATER:	1

SURVEY CONTROL DATA & BEARING BASIS:

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

SURVEY CONTROL MONUMENT

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

BENCHMARK LIST:

BM #3	"SQUARE" CUT ON TOP OF CURB ELEV = 1217.01'
BM#4	COTTON SPINDLE SET IN TREE #6248 ELEV = 1203.27'
BM#5	COTTON SPINDLE SET IN TREE #7289 ELEV = 1146.19'

SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH	LENGTH (LF)	PAVEMENT WIDTH (F-F)
HEADWATERS BOULEVARD (MAJOR COLLECTOR)	VARIES	1021'	VARIES C&G
HEADWATERS BOULEVARD (MINOR COLLECTOR)	VARIES	1139'	VARIES C&G
MAEVE'S WAY (LOCAL)	50'	630'	29' C&G
SAGE THRASHER CIRCLE (LOCAL)	50'	72'	29' C&G
		120'	29' C&G
TOTAL LINEAR FEET		2982'	

AREA TABLES

RESIDENTIAL LOTS			NON-RESIDENTIAL LOTS		
BLOCK E			BLOCK E		
LOT	ACRES	SQ.FEET	LOT	ACRES	SQ.FEET
3	0.29	12622	901	2.69	117181
4	0.29	12622			
5	0.29	12622	BLOCK F		
6	0.27	11647	900	2.48	108166
7	0.27	11600	BLOCK D		
8	0.27	11600	900	18.52	806893
9	0.27	11600			
10	0.27	11600			
11	0.29	12585			
12	0.29	12581			
13	0.29	12581			
201	0.17	7500			
202	0.17	7528			
203	0.20	8632			
204	0.20	8632			
205	0.24	10544			
BLOCK F			BLOCK D		
LOT	ACRES	SQ.FEET	LOT	ACRES	SQ.FEET
45	0.28	12376	106	0.28	12350
46	0.24	10307	107	0.28	12350
47	0.23	10000	108	0.27	11725
48	0.23	10000	109	0.27	11600
49	0.27	11972	110	0.27	11600
50	0.24	10322	111	0.27	11600
51	0.22	9511	112	0.27	11600
52	0.18	7856	113	0.32	14005
53	0.17	7500	114	0.35	15099
54	0.20	8835	115	0.32	13818
			116	0.27	11560
			117	0.23	10000
			118	0.23	10000
			119	0.26	11364
			120	0.30	13273

LINE AND CURVE TABLES

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	20.00'	50.41'	27.59'	N67°27'18"W	87°12'59"
C2	315.00'	152.28'	15.28'	N24°30'10"W	1°02'34"
C3	765.00'	75.90'	75.93'	S21°43'57"E	°41'30"
C4	20.00'	31.42'	28.28'	N50°35'53"W	90°00'00"
C5	20.00'	31.42'	28.28'	S39°04'08"W	90°00'00"
C6	125.00'	49.87'	49.54'	N74°45'13"W	22°57'56"
C7	20.00'	29.41'	26.83'	S51°45'05"E	84°15'59"
C8	430.00'	142.42'	141.77'	S19°02'14"W	18°58'35"
C9	315.00'	319.51'	305.99'	S13°32'44"E	58°08'00"
C10	835.00'	267.57'	266.42'	S33°45'19"E	18°21'35"
C11	765.00'	245.10'	244.03'	N33°45'20"W	18°21'35"
C12	345.00'	304.45'	296.58'	N20°16'48"W	4°51'31"
C13	20.00'	27.44'	25.34'	N36°55'38"W	78°16'11"
C14	20.00'	27.44'	25.33'	N45°08'04"E	79°19'26"
C15	380.00'	31.25'	31.24'	N26°01'01"E	4°42'32"
C16	370.00'	346.10'	333.62'	N01°43'44"E	57°35'43"
C17	330.00'	110.22'	100.71'	N15°30'09"W	19°08'15"
C18	270.00'	90.18'	89.77'	S15°30'00"E	19°08'15"
C19	430.00'	173.07'	172.49'	S13°29'54"E	23°08'26"
C20	30.00'	29.41'	26.83'	S44°05'11"E	84°15'59"
C21	135.00'	69.82'	69.36'	S74°23'17"E	22°57'56"
C22	430.00'	155.13'	155.13'	N24°45'25"W	9°12'34"
C23	430.00'	60.05'	60.00'	N20°51'41"W	8°00'00"
C24	430.00'	60.05'	60.00'	N12°51'37"W	8°00'00"
C25	430.00'	52.02'	51.99'	N05°23'38"W	6°55'53"
C26	175.00'	27.78'	27.75'	N81°38'17"W	9°03'39"
C27	125.00'	22.09'	21.97'	N68°22'17"W	10°05'04"
C28	335.00'	112.19'	112.72'	N27°24'38"W	7°44'26"
C29	835.00'	78.16'	78.13'	N23°56'35"W	9°21'47"
C30	835.00'	78.16'	78.13'	N29°18'40"W	9°21'47"
C31	835.00'	13.72'	13.72'	N42°27'48"W	0°56'30"
C32	315.00'	91.17'	90.83'	S34°08'33"E	16°35'00"
C33	315.00'	27.80'	27.79'	S23°49'20"E	5°03'26"
C34	315.00'	133.63'	132.63'	S09°38'26"E	34°16'23"
C35	315.00'	46.90'	46.78'	S09°00'30"W	17°10'09"
C36	430.00'	71.13'	71.03'	N03°47'10"E	9°28'40"
C37	430.00'	71.13'	71.13'	N14°17'58"E	9°29'50"
C38	125.00'	27.87'	27.81'	N79°48'05"W	12°46'32"
C39	385.00'	102.44'	103.14'	S05°14'54"E	15°14'43"
C40	385.00'	72.58'	72.47'	S18°16'17"E	10°48'04"
C41	385.00'	72.58'	72.47'	S35°04'42"E	10°48'04"
C42	385.00'	54.86'	54.89'	S38°42'17"E	9°27'40"
C43	765.00'	5.13'	5.18'	N42°44'24"W	0°23'17"
C44	765.00'	93.69'	93.62'	N38°57'46"W	7°10'00"
C45	765.00'	93.69'	93.62'	N31°57'46"W	7°10'00"
C46	765.00'	93.69'	93.63'	N24°37'46"W	7°10'00"
C47	330.00'	54.13'	54.13'	S20°21'03"E	9°26'08"
C48	370.00'	16.83'	16.83'	N23°47'19"W	2°33'56"
C49	370.00'	90.85'	90.61'	N15°28'31"W	14°00'01"
C50	370.00'	58.49'	58.16'	N00°49'08"W	15°14'45"
C51	370.00'	58.49'	58.81'	N11°03'03"E	8°29'41"
C52	370.00'	55.47'	55.23'	N21°54'46"E	13°13'41"
C53	180.00'	21.71'	21.71'	S26°53'24"W	3°16'24"
C54	380.00'	9.54'	9.54'	S28°12'03"W	1°02'01"
C55	765.00'	23.81'	23.81'	N19°58'01"W	2°09'29"

LINE	BEARING	DISTANCE
L1	S70°57'25"W	30.35'
L2	S65°27'20"W	70.66'
L3	S84°04'08"W	10.00'
L4	S84°04'08"W	10.00'
L5	N80°11'20"W	78.85'
L6	S26°10'15"W	26.31'
L7	S13°52'35"W	48.05'
L8	N76°15'49"W	23.45'
L9	S70°19'44"E	14.32'
L10	N24°20'51"E	61.00'
L11	S80°11'20"E	78.85'
L12	N06°42'46"E	60.33'
L13	N44°22'03"W	50.08'
L14	N33°45'13"W	50.11'
L15	N33°45'13"W	50.11'
L16	N23°19'41"W	50.11'
L17	N21°07'45"W	50.11'
L18	N12°07'28"W	50.11'
L19	N00°49'08"W	65.00'
L20	N15°28'31"W	60.00'
L21	N24°37'07"W	60.00'
L22	S25°04'07"E	5.79'

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/10/20

FINAL PLAT ESTABLISHING
HEADWATERS AT
BARTON CREEK, PHASE 4, SECTION 3
CITY OF DRIPPING SPRINGS ETJ

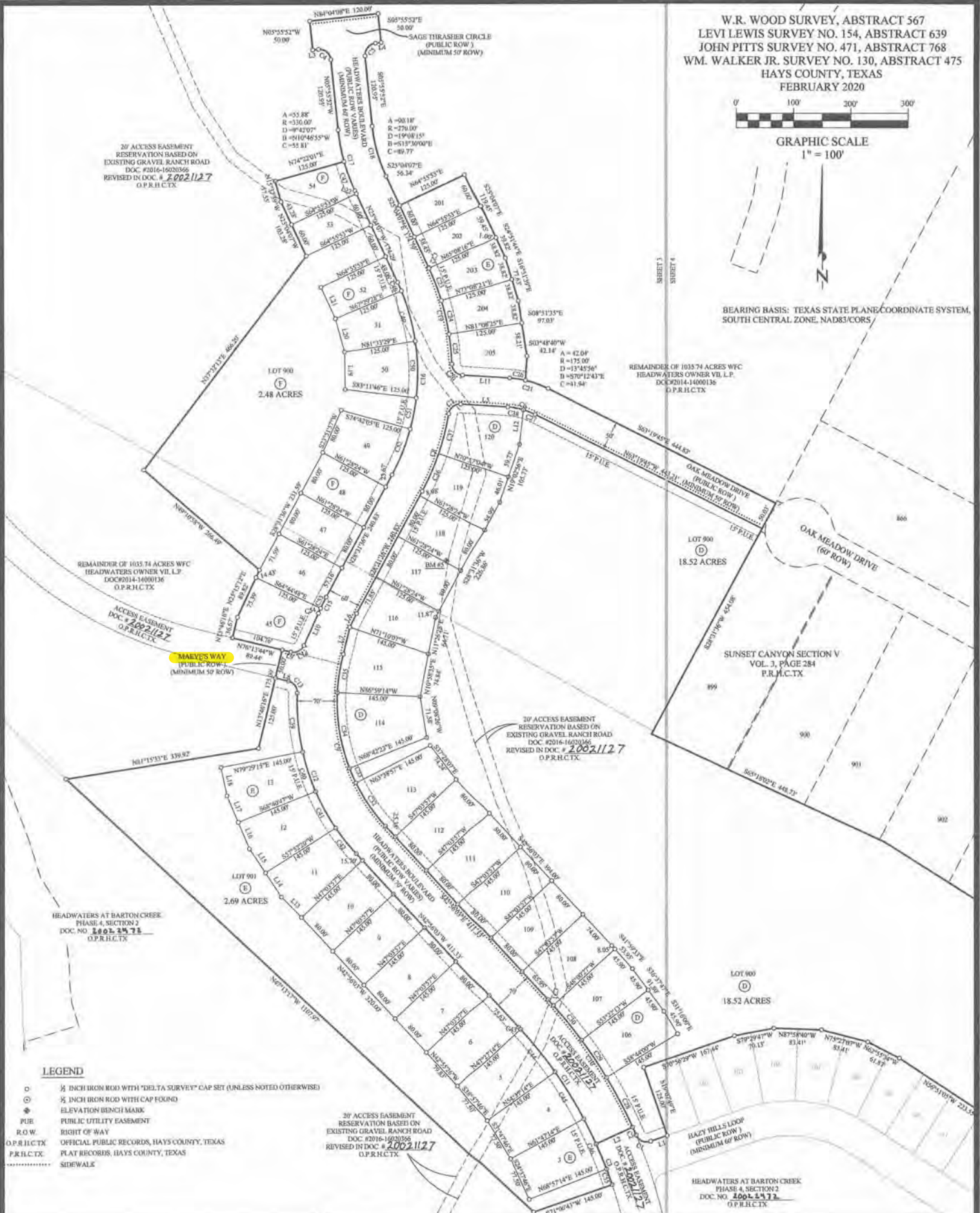
SHEET
2
OF
5

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2020



GRAPHIC SCALE
1" = 100'

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



LEGEND

- ⊕ 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊕ 1/2 INCH IRON ROD WITH CAP FOUND
- ⊕ ELEVATION BENCH MARK
- ⊕ PUBLIC UTILITY EASEMENT
- ⊕ RIGHT OF WAY
- ⊕ OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- ⊕ PLAT RECORDS, HAYS COUNTY, TEXAS
- ⊕ SIDEWALK

20' ACCESS EASEMENT
RESERVATION BASED ON
EXISTING GRAVEL RANCH ROAD
DOC # 2016-1602066
REVISED IN DOC # 20021127
O.P.R.H.C.T.X.

HEADWATERS AT BARTON CREEK
PHASE 4, SECTION 2
DOC. NO. 20021127
O.P.R.H.C.T.X.

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/10/20

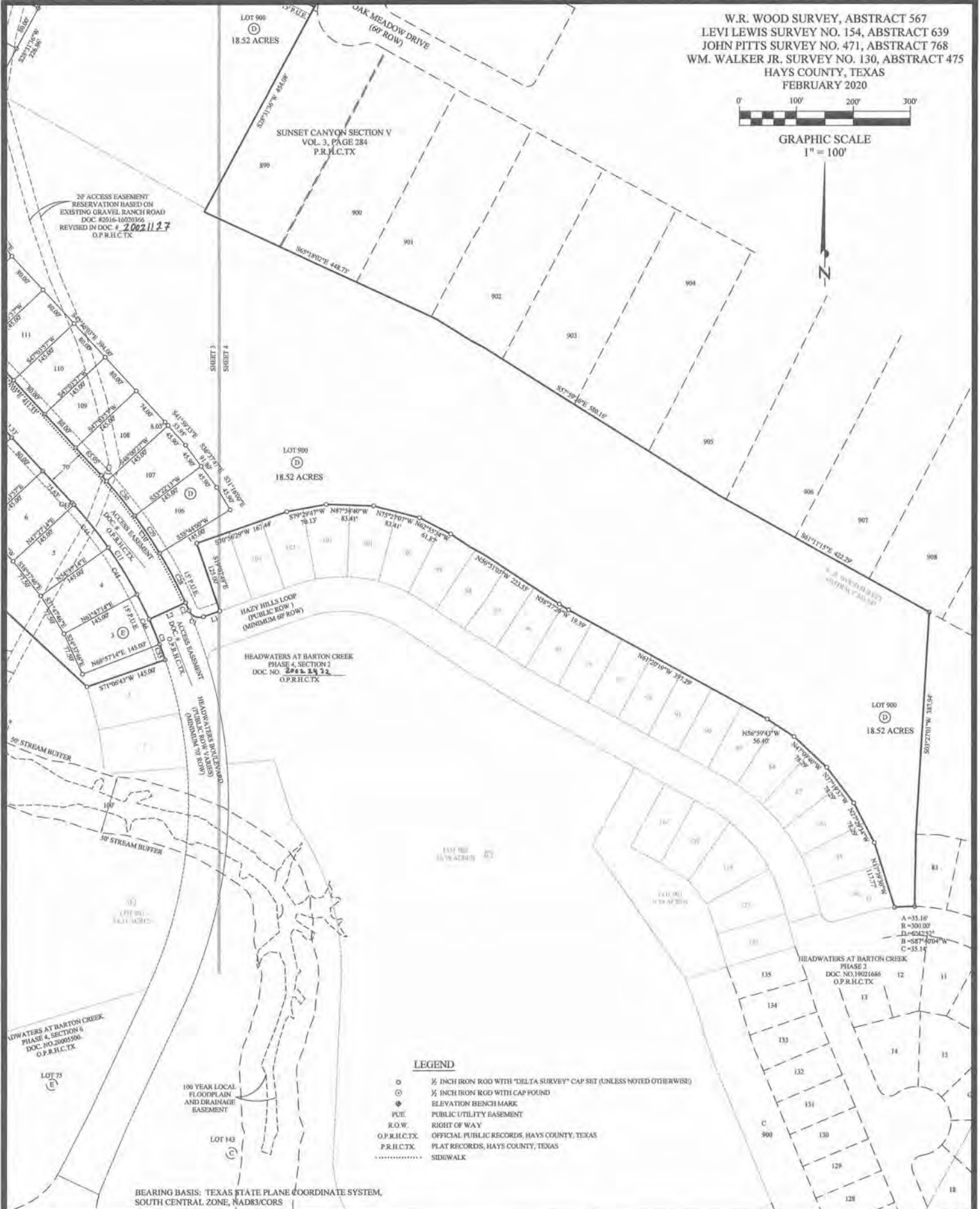
FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 3 CITY OF DRIPPING SPINGS ETJ

SHEET
3
OF
5

W.R. WOOD SURVEY, ABSTRACT 567
 LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
 JOHN PITTS SURVEY NO. 471, ABSTRACT 768
 WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
 HAYS COUNTY, TEXAS
 FEBRUARY 2020



GRAPHIC SCALE
 1" = 100'



LEGEND

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

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

Delta Survey Group Inc.

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
 OFFICE: (512) 282-5200 FAX: (512) 282-5230
 TBPLS FIRM NO. 10004700
 PREPARATION DATE: 2/10/20

**FINAL PLAT ESTABLISHING
 HEADWATERS AT
 BARTON CREEK, PHASE 4, SECTION 3
 CITY OF DRIPPING SPINGS ETJ**

**SHEET
 4
 OF
 5**

PHASE 4, SECTION 3 IMPERVIOUS COVER TRACKING

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

TOTAL AREA¹ = 1509.68 AC.
TOTAL ALLOWABLE IMPERVIOUS COVER (15%)² = 226.45 AC.
COMMERCIAL AREA¹ = 166.13 AC.
COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)^{2,3} = 83.07 AC.
RESIDENTIAL AREA¹ = 1343.55 AC.
RESIDENTIAL ALLOWABLE IMPERVIOUS COVER² = 143.38 AC.

NOTES:

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

TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.
HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 5.61 AC.

REMAINING COMMERCIAL IMPERVIOUS COVER = 77.46 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY

PHASE 1 IMPERVIOUS COVER = 33.08 AC.
PHASE 2 IMPERVIOUS COVER = 28.97 AC.
PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.
PHASE 4 SECTION 3 IMPERVIOUS COVER = 7.54 AC.
PHASE 4 SECTION 5 IMPERVIOUS COVER = 3.03 AC.
PHASE 4 SECTION 6 (NON-SCHOOL TRACT) IMPERVIOUS COVER = 0.42 AC.
PHASE 4 SECTION 6 (SCHOOL TRACT) IMPERVIOUS COVER = SEE NOTE 5 BELOW

TOTAL RESIDENTIAL IMPERVIOUS COVER = 76.12 AC.

REMAINING RESIDENTIAL IMPERVIOUS COVER = 67.26 AC.

AVERAGE RESIDENTIAL LOT SIZE = 8,901 SF

NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E., DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 07/09/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORDED DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 03/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.
5. SECTIONS 1.15 AND 3.2.5, OF THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT DOCUMENT NUMBER 20021129, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, STATE THAT IMPERVIOUS COVER OF THE SCHOOL TRACT SHALL NOT BE INCLUDED IN DETERMINING ALLOWABLE IMPERVIOUS COVER OF THE LAND.

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

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-1400136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 58.52 ACRES OF LAND TO BE KNOWN AS "HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 4", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOF GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

WITNESS MY HAND, THIS THE 18th DAY OF March, 2020 A.D.

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

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

BY: Jesse P. Baker
NAME: Jesse P. Baker
TITLE: Authorized Signatory
C/O 500 BOYLSTON STREET, SUITE 2010
BOSTON, MA 02116

STATE OF MASSACHUSETTS §
COUNTY OF SUFFOLK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF March, 2020 A.D.

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

SADIE FIELDING
(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDER CONSENT:
PIONEER BANK, SSB

CHRIS BOURNE
CENTRAL TEXAS REGIONAL PRESIDENT

ADDRESS FOR NOTICES: 621 W. 38TH STREET, SUITE 100
AUSTIN, TEXAS 78705
ATTN: CHRIS BOURNE

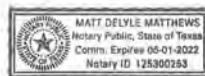
STATE OF TEXAS §
COUNTY OF HAYS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF March, 2020 A.D.

(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

MATT D. MATTHEWS
(PRINT OR TYPE NOTARY'S NAME)



SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO-WIT:

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

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

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

Tom Pope
TOMPOPE, R.S., C.F.M.
HAYS COUNTY FLOOD PLAIN ADMINISTRATOR

Caitlyn Strickland
CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

4-15-2020
DATE

4-15-2020
DATE

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

ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 4, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, TEXAS AS A FINAL PLAT FOR ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09 AND HAS BEEN FOUND TO COMPLY WITH THE CITY'S CODE OF ORDINANCES AND IS HEREBY APPROVED ADMINISTRATIVELY.

APPROVED, THIS THE 24th DAY OF May, 2020 A.D. BY

Michelle Fischer
MICHELLE FISCHER, CITY ADMINISTRATOR

5/24/2020
DATE

STATE OF TEXAS §
COUNTY OF HAYS §

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

Caitlyn Strickland
CAITLYN STRICKLAND
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

4-15-2020
DATE

WATER SUPPLY NOTE:

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

Ginger Faught
GINGER FAUGHT, DEPUTY CITY ADMINISTRATOR
512-856-4725

5/29/2020
DATE

SURVEYOR'S CERTIFICATION:

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

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



ENGINEER'S CERTIFICATION:

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

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

3/16/2020
DATE



STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 9 DAY OF June, 2020 A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 20023525. WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 9 DAY OF June, 2020, FILED FOR RECORD AT 3:46 O'CLOCK P.M. THIS THE 9 DAY OF June, 2020 A.D.

Elaine H. Cardenas by Anthony
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS
Deputy



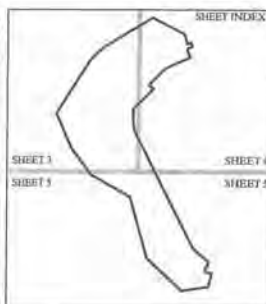
Delta Survey Group Inc.

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

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

SHEET

1
OF
7



FLOODPLAIN NOTE:

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

JURISDICTION PLAT NOTES:

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

GENERAL NOTES

1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
7. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION OR HEADWATERS M.U.D. AS ASSIGNED.
8. ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
10. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
11. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
12. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302246, ISSUED JANUARY 2, 2014.
13. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
15. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.06, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
16. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
17. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
18. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
19. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE OR OTHER NON RESIDENTIAL USES.
LOT 900, BLOCK E
LOT 900, BLOCK H
LOT 901, BLOCK H
LOT 901, BLOCK F
LOT 902, BLOCK F
20. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
21. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015005990, AND 2015032881 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
22. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
23. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE FORTY (40) FEET ON MAJOR COLLECTORS AND TWENTY (20) FEET FOR ALL OTHER ROADWAYS. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE (5) FEET RESPECTIVELY.

UTILITY NOTES:

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

LOT SIZE CATEGORIES:

- 112 LOTS TOTAL
- 107 RESIDENTIAL LOTS
- 5 NON-RESIDENTIAL LOTS

AVERAGE RESIDENTIAL LOT SIZE:	7,736 SQ. FT.
LOTS LESS THAN 1 ACRE:	110
LOTS 1-2 ACRES:	0
LOTS 2-5 ACRES:	0
LOTS 5-10 ACRES:	1
LOTS 10 ACRES OR GREATER:	1

SURVEY CONTROL DATA & BEARING BASIS:

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

SURVEY CONTROL MONUMENT

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

BENCHMARK LIST:

- BM #5 COTTON SPINDLE SET IN TREE #7289
ELEV = 1146.19'
BM #6 COTTON SPINDLE SET IN TREE #8423
ELEV = 1121.98'
BM #7 COTTON SPINDLE SET IN TREE #8432
ELEV = 1101.32'

SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH	LENGTH (LF)	PAVEMENT WIDTH (F-F)
CRECENT MOON COURT (LOCAL)	50'	150'	29' C&G
MAEVE'S WAY (LOCAL)	50'	3114'	29' C&G
SAGE THRASHER CIRCLE (LOCAL)	50'	955'	29' C&G
TOTAL LINEAR FEET		4219'	

AREA TABLES

RESIDENTIAL LOTS

LOT	ACRES	SQ.FEET
14	0.14	6250
15	0.14	6250
16	0.14	6250
17	0.16	6770
18	0.16	6800
19	0.16	6800
20	0.16	6800
21	0.16	6800
22	0.16	6800
23	0.16	6800
24	0.16	6800
25	0.16	6800
26	0.16	6800
27	0.16	6800
28	0.16	6800
29	0.16	6800
30	0.16	6800
31	0.16	6800
32	0.15	6568
33	0.15	6568
34	0.15	6568
35	0.15	6568
36	0.15	6568
37	0.15	6568
38	0.18	7888
39	0.18	7888
40	0.18	7888
41	0.18	7888
42	0.18	7709
43	0.17	7500
44	0.18	7975
45	0.19	8110
46	0.19	8110
47	0.19	8110
48	0.19	8110
49	0.19	8110
50	0.19	8110
51	0.19	8110
52	0.18	7674
53	0.17	7499
54	0.17	7498
55	0.17	7496
56	0.19	8346
57	0.19	8460
58	0.19	8460
59	0.19	8460
60	0.19	8138
61	0.17	7500
62	0.17	7500
63	0.17	7508
64	0.25	10974
65	0.23	10000
66	0.26	11331
67	0.24	10352
68	0.23	10066
69	0.24	10312
70	0.24	10312
71	0.24	10312
LOT	ACRES	SQ.FEET
2	0.24	10468
3	0.24	10260
5	0.23	10000
6	0.24	10464
7	0.27	11928

NON-RESIDENTIAL LOTS

LOT	ACRES	SQ.FEET
900	28.30	1232637
LOT	ACRES	SQ.FEET
901	5.80	252831
902	0.09	3904
LOT	ACRES	SQ.FEET
900	0.20	8834
901	0.26	11480

RESIDENTIAL LOTS

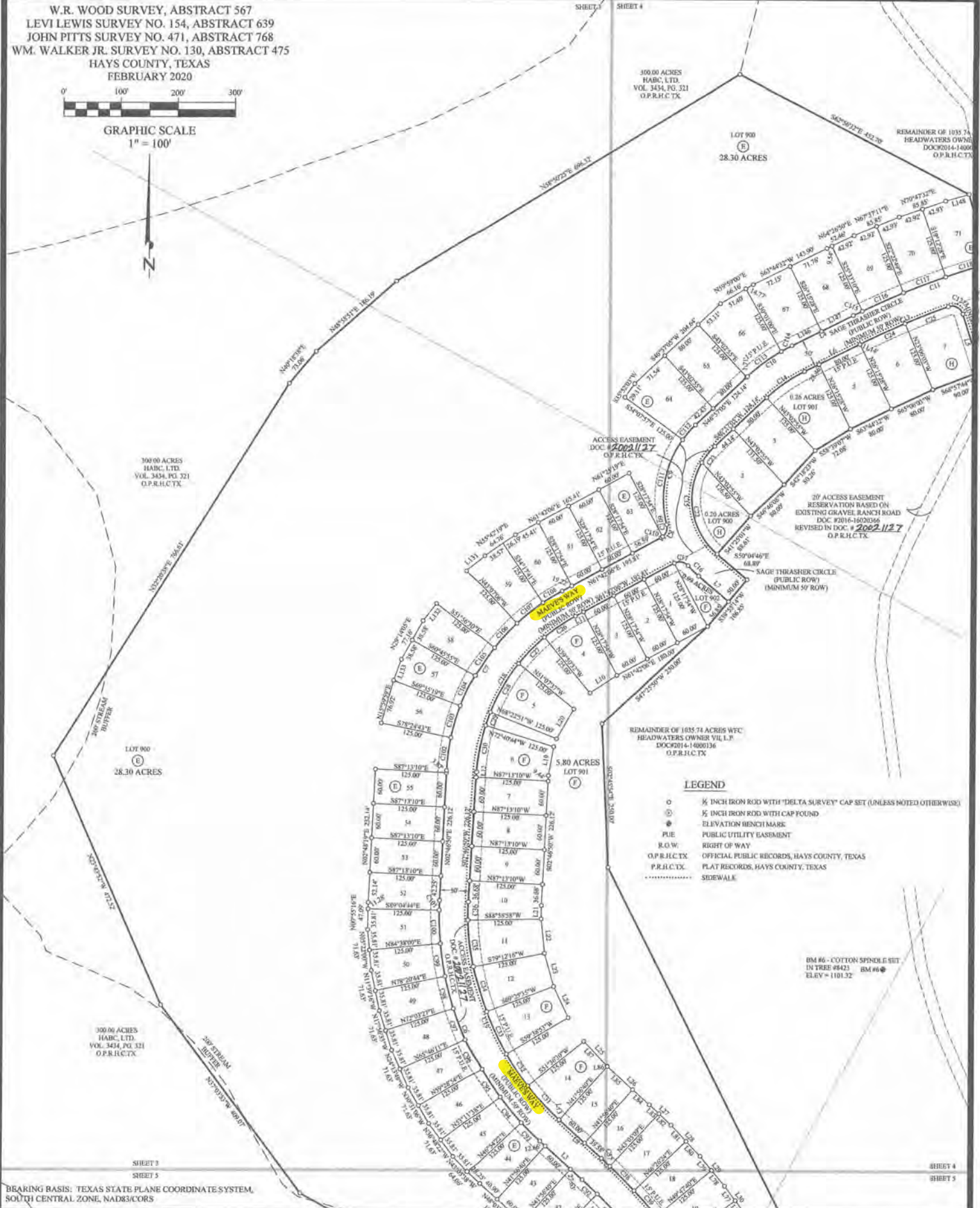
LOT	ACRES	SQ.FEET
1	0.17	7500
2	0.17	7500
3	0.17	7500
4	0.20	8646
5	0.23	9972
6	0.22	9562
7	0.17	7500
8	0.17	7500
9	0.17	7500
10	0.18	8022
11	0.20	8894
12	0.20	8894
13	0.20	8894
14	0.20	8876
15	0.17	7500
16	0.18	7655
17	0.18	7975
18	0.18	7971
19	0.18	7967
20	0.18	7967
21	0.18	7971
22	0.15	6638
23	0.15	6638
24	0.15	6638
25	0.15	6638
26	0.15	6638
27	0.15	6638
28	0.15	6638
29	0.15	6333
30	0.14	6250
31	0.15	6741
32	0.16	6982
33	0.16	6982
34	0.16	6982
35	0.16	6982
36	0.16	6982
37	0.16	6982
38	0.16	6982
39	0.16	6982
40	0.16	6982
41	0.16	6982
42	0.16	6982
43	0.16	7007
44	0.14	6250



W.R. WOOD SURVEY, ABSTRACT 567
 LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
 JOHN PITTS SURVEY NO. 471, ABSTRACT 768
 WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
 HAYS COUNTY, TEXAS
 FEBRUARY 2020



GRAPHIC SCALE
 1" = 100'



Delta Survey Group Inc.

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

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

SHEET
 3
 OF
 7

300.00 ACRES
HARC LTD.
VOL. 3434 PG. 321
O.P.R.H.C.T.X.

LOT 900
E
28.30 ACRES

REMAINDER OF 103.74 ACRES WFC
HEADWATERS OWNER VIL.L.P.
DOC#2014-14003361
O.P.R.H.C.T.X.

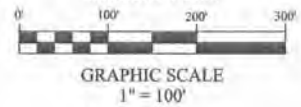
BM #7 - COTTON SPINDLE SET
IN TREE #8432
ELEV = 1101.32

ACCESS EASEMENT
DOC # 20021127
O.P.R.H.C.T.X.

ACCESS EASEMENT
DOC # 20021127
O.P.R.H.C.T.X.

20' ACCESS EASEMENT
RESERVATION BASED ON
EXISTING GRAVEL RANCH ROAD
DOC #2014-14003361
REVISED IN DOC # 20021127
O.P.R.H.C.T.X.

W.R. WOOD SURVEY, ABSTRACT 567
LEVI LEWIS SURVEY NO. 154, ABSTRACT 639
JOHN PITTS SURVEY NO. 471, ABSTRACT 768
WM. WALKER JR. SURVEY NO. 130, ABSTRACT 475
HAYS COUNTY, TEXAS
FEBRUARY 2020



REMAINDER OF 103.74 ACRES WFC
HEADWATERS OWNER VIL.L.P.
DOC#2014-14003361
O.P.R.H.C.T.X.

BM #6 - COTTON SPINDLE SET
IN TREE #8423
ELEV = 1101.32

LEGEND

- 1/4" IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊕ 1/2" IRON ROD WITH CAP FOUND
- ⊙ ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.T.X. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

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

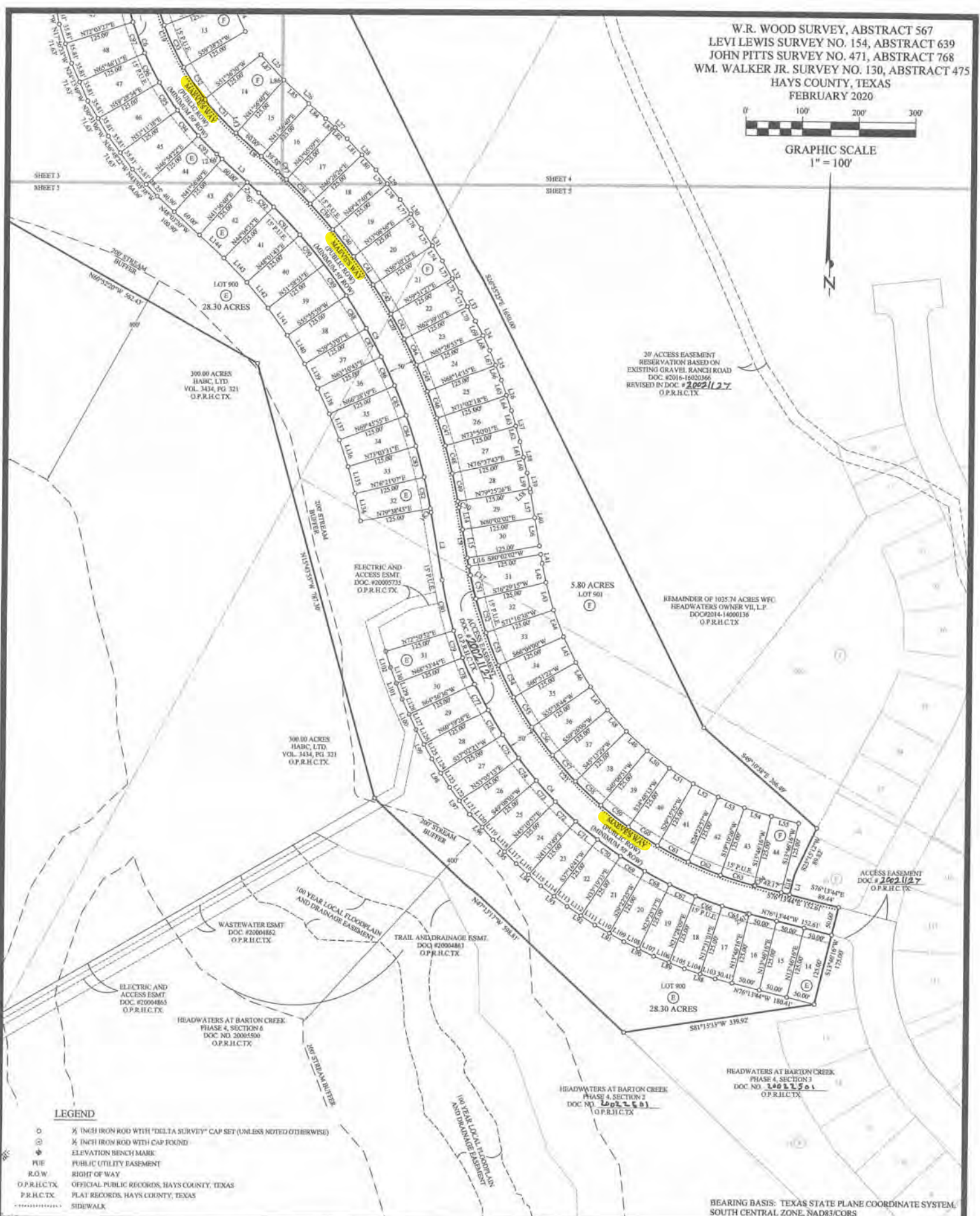
Delta Survey Group Inc.
8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745
OFFICE: (512) 282-5200 FAX: (512) 282-5230
TBPLS FIRM NO. 10004700
PREPARATION DATE: 2/19/19

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

SHEET
4
OF
7



GRAPHIC SCALE
1" = 100'



LEGEND

- ⊗ 1/4" DIAM IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/4" DIAM IRON ROD WITH CAP FOUND
- ⬆ ELEVATION BENCH MARK
- PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- PLAT RECORDS, HAYS COUNTY, TEXAS
- SIDEWALK

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

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

**SHEET
5
OF
7**

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S13°46'16"W	36.67
L2	N09°37'56"W	120.06
L3	N49°03'20"W	100.22
L4	N61°44'32"E	119.60
L5	N11°49'44"W	104.50
L6	S67°44'32"E	119.60
L7	N30°04'40"W	68.80
L8	S48°03'20"E	100.29
L9	S09°57'58"E	120.06
L10	N57°35'26"E	55.98
L11	N61°42'06"E	15.81
L12	S67°46'30"W	9.44
L13	S49°03'20"E	6.70
L14	S09°57'58"E	39.09
L15	S09°57'58"E	50.00
L16	S09°57'58"E	15.00
L17	S09°57'58"E	15.07
L18	S78°13'44"E	15.89
L19	S10°03'03"W	50.62
L20	S30°14'06"W	60.00
L21	S60°52'54"W	23.33
L22	S05°54'23"E	60.00
L23	S15°41'05"E	60.00
L24	S25°27'46"E	60.00
L25	N44°17'13"E	31.30
L26	N46°03'20"W	100.29
L27	N47°29'06"W	51.99
L28	N44°32'07"W	74.22
L29	N39°59'51"W	67.36
L30	N36°51'04"W	63.03
L31	N33°41'53"W	67.58
L32	N46°08'33"W	63.39
L33	N27°29'50"W	56.11
L34	N24°33'07"E	56.11
L35	N41°45'24"W	56.11
L36	N18°57'42"W	56.11
L37	N16°09'59"W	56.11
L38	N13°57'12"W	56.11
L39	N10°54'14"W	34.18
L40	N09°57'58"W	95.21
L41	S09°57'58"E	15.97
L42	S11°42'23"E	34.04
L43	S16°07'04"E	50.00
L44	S21°19'41"E	50.00
L45	S28°12'19"E	50.00
L46	S31°44'17"E	50.00
L47	S36°57'15"E	50.00
L48	S42°10'13"E	50.00
L49	S47°22'50"E	50.00
L50	S52°35'28"E	50.00
L51	S57°48'06"E	50.00
L52	S63°00'41"E	50.00
L53	S68°12'22"E	50.00
L54	S73°25'47"E	50.00
L55	S78°13'44"E	48.17
L56	N09°57'58"W	50.00
L57	N09°57'58"W	65.21
L58	N10°54'14"W	6.12
L59	N10°54'14"W	28.06
L60	N13°21'17"W	38.06
L61	N13°22'11"W	38.06
L62	N16°09'59"W	38.06
L63	N16°09'59"W	38.06
L64	N18°57'42"W	38.06
L65	N18°57'42"W	38.06
L66	N21°45'23"W	38.06
L67	N24°33'07"E	38.06
L68	N24°33'07"E	38.06
L69	N24°33'07"E	38.06
L70	N27°29'50"W	38.06
L71	N27°29'50"W	38.06
L72	N30°04'40"W	38.06
L73	N30°04'40"W	38.06
L74	N33°41'53"W	31.82

LINE	BEARING	DISTANCE
L75	N33°41'53"W	35.70
L76	N36°51'04"W	31.88
L77	N36°51'04"W	31.44
L78	N39°59'51"W	35.90
L79	N39°59'51"W	31.48
L80	N41°45'24"W	35.89
L81	N43°32'07"W	38.32
L82	N47°29'06"W	29.02
L83	N47°29'06"W	29.61
L84	N48°03'20"W	39.58
L85	N48°03'20"W	60.00
L86	N48°03'20"W	6.70
L87	N49°03'20"W	39.59
L88	N72°28'59"W	57.12
L89	N68°13'15"W	38.60
L90	N64°34'43"W	58.60
L91	N60°17'35"W	58.60
L92	N56°40'27"W	58.60
L93	N52°42'19"W	58.60
L94	N48°46'11"W	58.60
L95	N44°49'03"W	58.60
L96	N40°51'53"W	58.60
L97	N36°54'47"W	58.60
L98	N32°57'39"W	58.60
L99	N29°00'32"W	58.60
L100	N25°03'24"W	58.60
L101	N21°06'16"W	58.60
L102	N17°09'08"W	58.60
L103	N13°11'59"W	58.60
L104	N9°14'50"W	58.60
L105	N5°17'41"W	58.60
L106	N1°20'32"W	58.60
L107	N4°54'43"W	58.60
L108	N8°48'54"W	58.60
L109	N12°43'05"W	58.60
L110	N16°37'16"W	58.60
L111	N20°31'27"W	58.60
L112	N24°25'38"W	58.60
L113	N28°19'49"W	58.60
L114	N32°13'59"W	58.60
L115	N36°08'10"W	58.60
L116	N40°02'21"W	58.60
L117	N43°56'32"W	58.60
L118	N47°50'43"W	58.60
L119	N51°44'54"W	58.60
L120	N55°39'05"W	58.60
L121	N59°33'16"W	58.60
L122	N63°27'27"W	58.60
L123	N67°21'38"W	58.60
L124	N71°15'49"W	58.60
L125	N75°09'59"W	58.60
L126	N79°04'10"W	58.60
L127	N82°58'21"W	58.60
L128	N86°52'32"W	58.60
L129	N90°46'43"W	58.60
L130	N94°40'54"W	58.60
L131	N98°35'05"W	58.60
L132	N102°29'16"W	58.60
L133	N106°23'27"W	58.60
L134	N110°17'38"W	58.60
L135	N114°11'49"W	58.60
L136	N118°05'59"W	58.60
L137	N121°59'10"W	58.60
L138	N125°53'21"W	58.60
L139	N129°47'32"W	58.60
L140	N133°41'43"W	58.60
L141	N137°35'54"W	58.60
L142	N141°29'05"W	58.60
L143	N145°23'16"W	58.60
L144	N149°17'27"W	58.60
L145	N153°11'38"W	58.60
L146	N157°05'49"W	58.60
L147	N160°59'59"W	58.60
L148	N164°54'10"W	58.60

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1425.00	51.19	51.19	N75°00'00"W	2°04'28"
C2	1775.00	47.19	47.19	S73°02'24"W	1°57'53"
C3	20.00	32.08	38.75	S28°07'22"W	01°54'11"
C4	728.00	838.46	702.51	N43°05'51"W	60°15'55"
C5	975.00	648.17	636.30	N29°00'39"W	38°03'22"
C6	557.00	467.38	452.40	N22°18'13"W	30°30'10"
C7	375.00	385.64	368.87	N21°14'23"E	58°55'16"
C8	20.00	26.70	24.81	N22°12'22"E	76°59'21"
C9	175.00	189.07	180.02	N15°59'55"E	61°54'26"
C10	375.00	95.34	94.90	N55°20'48"E	16°47'22"
C11	1425.00	305.83	305.25	N69°53'20"E	12°17'49"
C12	20.00	32.08	38.75	N83°46'50"W	91°54'11"
C13	375.00	156.61	156.53	S67°08'18"W	67°13'53"
C14	275.00	80.19	80.30	S59°20'48"W	10°47'27"
C15	325.00	211.69	187.38	S01°15'15"E	97°01'51"
C16	175.00	25.78	25.75	N48°15'18"W	8°26'00"
C17	20.00	26.70	24.81	N79°58'10"W	76°39'27"
C18	325.00	134.22	219.69	S32°14'28"W	28°55'16"
C19	477.00	421.22	409.48	S23°08'13"E	50°30'10"
C20	1025.00	681.40	648.93	S20°00'39"E	58°00'22"
C21	875.00	780.64	737.85	S43°05'21"E	66°15'45"
C22	125.00	175.32	161.30	S09°54'01"E	30°21'13"
C23	125.00	16.37	36.25	S28°46'55"W	10°40'20"
C24	1375.00	75.70	75.75	S65°19'14"W	3°09'25"
C25	175.00	80.85	80.84	S48°13'01"W	3°22'08"
C26	325.00	65.48	65.37	S35°55'47"W	11°17'38"
C27	325.00	84.01	83.91	S44°30'56"W	13°17'05"
C28	325.00	97.87	97.80	S30°14'46"W	17°13'14"
C29	325.00	24.38	24.38	S19°28'13"W	41°15'31"
C30	325.00	82.48	82.36	S10°03'03"W	14°32'26"
C31	477.00	86.45	80.36	S43°12'55"E	9°39'50"
C32	477.00	66.93	66.88	S34°27'18"E	8°02'21"
C33	477.00	81.40	81.31	S25°27'46"E	9°46'41"
C34	477.00	81.41	81.31	S15°14'05"E	9°46'41"
C35	477.00	81.41	81.31	S05°54'23"E	9°46'41"
C36	477.00	31.62	31.61	S00°32'54"W	3°47'52"
C37	1025.00	20.42	20.42	N47°29'06"W	1°08'29"
C38	1025.00	60.01	60.00	N45°14'14"W	3°21'16"
C39	1025.00	60.01	60.00	N41°13'58"W	3°21'16"
C40	1025.00	60.01	60.00	N37°13'42"W	3°21'16"
C41	1025.00	60.01	60.00	N33°13'26"W	3°21'16"
C42	1025.00	60.01	60.00	N29°13'10"W	3°21'16"
C43	1025.00	50.00	50.00	N25°12'54"W	2°47'43"
C44	1025.00	50.00	50.00	N21°12'38"W	2°47'43"
C45	1025.00	50.00	50.00	N17°12'22"W	2°47'43"
C46	1025.00	50.00	50.00	N13°12'06"W	2°47'43"
C47	1025.00	50.00	50.00	N09°11'50"W	2°47'43"
C48	1025.00	50.00	50.00	N05°11'34"W	2°47'43"
C49	1025.00	50.00	50.00	N01°11'18"W	2°47'43"
C50	1025.00	10.91	10.91	N10°16'16"W	0°36'35"
C51	675.00	41.78	41.77	S11°44'22"E	3°27'46"
C52	675.00	61.38	61.36	S19°07'04"E	5°12'18"
C53	675.00	61.38	61.36	S27°19'11"E	5°12'18"
C54	675.00	61.38	61.36	S35°31'19"E	5°12'18"
C55	675.00	61.38	61.36	S43°43'27"E	5°12'18"
C56	675.00	61.38	61.36	S51°55'35"E	5°12'18"
C57	675.00	61.38	61.36	S59°67'43"E	5°12'18"
C58	675.00	61.38	61.36	S67°79'51"E	5°12'18"
C59	675.00	61.38	61.36	S75°91'59"E	5°12'18"
C60	675.00	61.38	61.36	S83°04'07"E	5°12'18"
C61	675.00	61.38	61.36	S90°16'15"E	5°12'18"
C62	675.00	61.80	61.78	S73°27'03"E	5°14'45"
C63	675.00	1.83	1.83	S78°09'04"E	0°09'18"
C64	725.00	47.40	47.39	S74°21'21"E	3°44'44"
C65	725.00	50.01	50.00	S70°37'25"E	3°57'06"
C66	725.00	50.01	50.00	S66°53'29"E	3°57'06"
C67	725.00	50.01	50.00	S63°09'33"E	3°57'06"
C68	725.00	50.01	50.00	S59°25'37"E	3°57'06"
C69	725.00	50.01	50.00	S55°41'41"E	3°57'06"
C70	725.00	50.01	50.00	S51°57'45"E	3°57'06"
C71	725.00	50.01	50.00	S48°13'49"E	3°57'06"
C72	725.00	50.01	50.00	S44°29'53"E	3°57'06"
C73	725.00	50.01	50.00	S40°45'57"E	3°57'06"
C74	725.00	50.01	50.00	S36°62'01"E	3°57'06"
C75	725.00	50.01	50.00	S32°78'05"E	3°57'06"
C76	725.00	50.01	50.00	S28°94'09"E	3°57'06"
C77	725.00	50.01	50.00	S25°10'13"E	3°57'06"
C78	725.00	50.01	50.00	S21°26'17"E	3°57'06"
C79	725.00	50.01	50.00	S17°42'21"E	3°57'06"
C80	725.00	50.01	50.00	S13°58'25"E	3°57'06"
C81	725.00	50.01	50.00	S10°14'29"E	3°57'06"
C82	725.00	50.01	50.00	S06°30'33"E	3°57'06"
C83	725.00	50.01	50.00	S02°46'37"E	3°57'06"
C84	725.00	50.01	50.00	S00°02'41"E	3°57'06"
C85	725.00	50.01	50.00	N03°18'45"E	3°57'06"
C86	725.00	50.01	50.00	N06°34'49"E	3°57'06"
C87	725.00	50.01	50.00	N09°50'53"E	3°57'06"
C88	725.00	50.01	50.00	N13°06'57"E	3°57'06"
C89	725.00	50.01	50.00	N16°23'01"E	3°57'06"
C90	725.00	50.01	50.00	N19°39'05"E	3°57'06"
C91	725.00	50.01	50.00	N22°55'09"E	3°57'06"
C92	725.00	50.01	50.00	N26°11'13"E	3°57'06"
C93	725.00	50.01	50.00	N29°27'17"E	3°57'06"
C94	725.00	50.01	50.00	N32°43'21"E	3°57'06"
C95	725.00	50.01	50.00	N35°59'25"E	3°57'06"
C96	725.00	50.01	50.00	N39°15'29"E	3°57'06"
C97	725.00	50.01	50.00	N42°31'33"E	3°57'06"
C98	725.00	50.01	50.00	N45°47'37"E	3°57'06"
C99	725.00	50.01	50.00	N48°63'41"E	3°57'06"
C100	725.00	50.01	50.00	N51°79'45"E	3°57'06"
C101	725.00	50.01	50.00	N54°95'49"E	3°57'06"
C102	725.00	50.01	50.00	N57°11'53"E	3°57'06"
C103	725.00	50.01	50.00	N60°27'57"E	3°57'06"
C104	725.00	50.01	50.00	N63°44'01"E	3°57'06"
C105	725.00	50.01	50.00	N66°60'05"E	3°57'06"
C106	725.00	50.01	50.00	N69°76'09"E	3°57'06"
C107	725.00	50.01	50.00	N72°92'13"E	3°57'06"
C108	725.00	50.01	50.00	N76°08'17"E	3°57'06"
C109	725.00	50.01	50.00	N79°24'21"E	3°57'06"
C110	725.00	50.01	50.00	N82°40'25"E	3°57'06"
C111	725.00	50.01	50.00	N85°56'29"E	3°57'06"
C112	725.00	50.01	50.00	N89°12'33"E	3°57'06"
C113	725.00	50.01	50.00	N92°28'37"E	3°57'06"
C114	725.00	50.01	50.00	N95°44'41"E	3°57'06"
C115	725.00	50.01	50.00	N98°60'45"E	3°57'06"
C116	725.00	50.01	50.00	N101°76'49"E	3°57'06"
C117	725.00	50.01	50.00	N104°92'53"E	3°57'06"
C118	725.00	50.01	50.00	N108°08'57"E	3°57'06"
C119	725.00	50.01	50.00	N111°25'01"E	3°57'06"
C120	725.00	50.01	50.00	N114°41'05"E	3°57'06"
C121	725.00	50.01	50.00	N117°57'09"E	3°57'06"
C122	725.00	50.01	50.00	N121°13'13"E	3°57'06"
C123	725.00	50.01	50.00	N124°29'17"E	3°57'06"
C124	725.00	50.01	50.00	N127°45'21"E	3°57'06"
C125	725.00	50.01	50.00	N131°01'25"E	3°57'06"
C126	725.00	50.01	50.00	N134°17'29"E	3°57'06"
C127	725.00	50.01	50.00	N137°33'33"E	3°57'06"
C128	725.00	50.01	50.00	N140°49'37"E	3°57'06"
C129	725.00	50.01	50.00	N143°65'41"E	3°57'06"
C130	725.00	50.01	50.00	N146°81'45"E	3°57'06"
C131	725.00	50.01	50.00	N149°97'49"E	3°57'06"
C132	725.00	50.01	50.00	N153°13'53"E	3°57'06"
C133	725.00	50.01	50.00	N156°29'57"E	3°57'06"
C134	725.00	50.01	50.00	N159°46'01"E	3°57'06"
C135	725.00	50.01	50.00	N163°02'05"E	3°57'06"
C136	725.00	50.01	50.00	N166°18'09"E	3°57'06"
C137	725.00	50.01	50.00	N169°34'13"E	3°57'06"
C138	725.00	50.01	50.00	N172°50'17"E	3°57'06"
C139	725.00	50.01	50.00	N176°06'21"E	3°57'06"
C140	725.00	50.01	50.00	N179°22'25"E	3°57'06"
C141	725.00	50.01	50.00	N182°38'29"E	3°57'06"
C142	725.00	50.01	50.00	N185°54'33"E	3°57'06"
C143	725.00	50.01	50.00	N189°10'37"E	3°57'06"
C144	725.00	50.01	50.00	N192°26'41"E	3°57'06"
C145	725.00	50.01	50.00	N195°42'45"E	3°57'06"
C146	725.00	50.01	50.00	N198°58'49"E	3°57'06"
C147	725.00	50.01	50.00	N202°14'53"E	3°57'06"
C148	725.00	50.01	50.00	N205°30'57"E	3°57'06"
C149	725.00	50.01	50.00	N208°47'01"E	3°57'06"
C150	725.00	50.01	50.00	N212°03'05"E	3°57'06"
C151	725.00	50.01	50.00	N215°19'09"E	3°57'06"
C152	725.00	50.01	50.00	N218°35'13"E	3°57'06"
C153	725.00	50.01	50.00	N221°51'17"E	3°57'06"
C154	725.00	50.01	50.00	N225°07'21"E	3°57'06"
C155	725.00	50.01	50.00	N228°23'25"E	3°57'06"
C156	725.00	50.01	50.00	N231°39'29"E	3°57'06"
C157	725.00	50.01	50.00	N234°55'33"E	3°57'06"
C158	725.00	50.01	50.00	N238°11'37"E	3°57'06"
C159	725.00	50.01	50.00	N241°27'41"E	3°57'06"
C160	725.00	50.01	50.00	N244°43'45"E	3°57'06"
C161	725.00	50.01	50.00	N247°59'49"E	3°57'06"
C162	725.00	50.01	50.00	N251°15'53"E	3°57'06"
C163	725.00	50.01	50.00	N254°31'57"E	3°57'06"
C164	725.00	50.01	50.00	N257°48'01"E	3°57'06"
C165	725.00	50.01	50.00	N261°04'05"E	3°57'06"
C166	725.00	50.01	50.00	N264°20'09"E	3°57'06"
C167	725.00	50.01	50.00	N267°36'13"E	3°57'06"
C168	725.00	50.01	50.00	N270°52'17"E	3°57'06"
C169	725.00	50.01	50.00	N274°08'21"E	3°57'06"
C170	725.00	50.01	50.00	N277°24'25"E	3°57'06"
C171	725.00	50.01	50.00	N280°40'29"E	3°57'06"
C172	725.00	50.01	50.00	N283°56'33"E	3°57'06"
C173	725.00	50.01	50.00	N287°12'37"E	3°57'06"
C174	725.00	50.01	50.00	N290°28'41"E	3°57'06"
C175	725.00	50.01	50.00	N293°44'45"E	3°57'06"
C176	725.00	50.01	50.00	N296°60'49"E	3°57'06"
C177	725.00	50.01	50.00	N299°76'53"E	3°57'06"
C178	725.00	50.01	50.00	N302°92'57"E	3°57'06"
C179	725.00	50.01	50.0		

PHASE 4, SECTION 4 IMPERVIOUS COVER TRACKING

HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

ALLOWABLE IMPERVIOUS COVER

TOTAL AREA¹ = 1509.68 AC.
TOTAL ALLOWABLE IMPERVIOUS COVER (15%)² = 226.45 AC.
COMMERCIAL AREA¹ = 166.13 AC.
COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)^{2,3} = 83.07 AC.
RESIDENTIAL AREA¹ = 1343.55 AC.
RESIDENTIAL ALLOWABLE IMPERVIOUS COVER² = 143.38 AC.

NOTES:

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

TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY

HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.
HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 5.61 AC.

REMAINING COMMERCIAL IMPERVIOUS COVER = 77.46 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY

PHASE 1 IMPERVIOUS COVER = 33.08 AC.
PHASE 2 IMPERVIOUS COVER = 28.97 AC.
PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.
PHASE 4 SECTION 4 IMPERVIOUS COVER = 12.83 AC.
PHASE 4 SECTION 5 IMPERVIOUS COVER = 3.03 AC.
PHASE 4 SECTION 6 (NON-SCHOOL TRACT) IMPERVIOUS COVER = 0.42 AC.
PHASE 4 SECTION 6 (SCHOOL TRACT) IMPERVIOUS COVER = SEE NOTE 5 BELOW

TOTAL RESIDENTIAL IMPERVIOUS COVER = 81.41 AC.

REMAINING RESIDENTIAL IMPERVIOUS COVER = 61.97 AC.

AVERAGE RESIDENTIAL LOT SIZE = 8,512 SF

NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 07/09/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORD DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 01/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.
5. SECTIONS 1.15 AND 3.2.5. OF THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT DOCUMENT NUMBER 20021129, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, STATE THAT IMPERVIOUS COVER OF THE SCHOOL TRACT SHALL NOT BE INCLUDED IN DETERMINING ALLOWABLE IMPERVIOUS COVER OF THE LAND.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion regarding activities related to the Redistricting Advisory Commission. Possible action may follow.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

SHELL

SUMMARY

More information will be brought to Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Seventh Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4) for professional services.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The Sheriff's office, Jail Division is requesting Court approval to execute and amended agreement with Wellpath to extend the service until December 31, 2021 and to increase base compensation for that period by 3%.

Attachment: Wellpath Amendment No. 7

**SEVENTH AMENDMENT TO THE HEALTH SERVICES
AGREEMENT
(Effective October 1, 2021)**

This Seventh Amendment, effective October 1, 2021 (this “Amendment”), to the Health Services Agreement, dated June 1, 2014, as amended (the “Agreement”) is by and between Wellpath, LLC (“Wellpath”), (formerly Correct Care Solutions, LLC (“CCS”)) and Hays County, Texas (“County”).

WHEREAS, the Parties agree to renew the Agreement for another three-month period until December 31, 2021; and

WHEREAS, the Parties further agree to increase compensation for the additional renewal period by 3%, in accordance with Section 7.1: and

WHEREAS, in accordance with Section 9.4, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited five (5) month extension, as a material portion of this Amendment.
2. **AMENDMENT SECTION 6.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 6.1 in its entirety and inserting the following language in lieu thereof:

6.1. Initial Term. This Agreement will be effective as of 12:00 A.M. on June 1, 2013, and end as of 11:59 P.M. on December 31, 2021.
3. **AMENDMENT TO SECTION 7.1 OF AGREEMENT.** The Agreement shall be amended by deleting the first paragraph of 7.1 in its entirety and inserting the following language in lieu thereof:

7.1 Base Compensation. Effective October 1, 2021, through December 31, 2021, County shall pay monthly installments of \$186,183.92.
4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

WELLPATH, LLC

By:_____

By:_____

Name: Ruben Becerra

Name:_____

Title: Hays County Judge

Title:_____

Date:_____

Date:_____

September 14, 2021

Michael Davenport
Hays County Jail
1307 Uhland Rd
San Marcos, Texas 78666

**SEVENTH AMENDMENT TO THE HEALTH
SERVICES AGREEMENT AT
HAYS COUNTY, TEXAS
EFFECTIVE OCTOBER 1, 2021**

Re: Continued Comprehensive Health Care Services

Dear Chief Davenport:

As the proud provider of health care services to Hays County Jail, Wellpath LLC strives to continue to meet and exceed your expectations in the quality of service we provide.

The current term of our Agreement ends September 30, 2021. Wellpath understands the County wishes to extend our contract 90 days to allow time to release an RFP. Wellpath requests a 3.0% increase applied to this extension, pursuant to Section 7.1 of our agreement. This revises the base compensation from \$180,761.08 to \$186,183.92 monthly, effective October 1, 2021, through December 31, 2021.

As such, The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

1. **AMENDMENT SECTION 6.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 6.1 in its entirety and inserting the following language in lieu thereof:
 - 6.1. Initial Term. This Agreement will be effective as of 12:00 A.M. on June 1, 2013, and end as of 11:59 P.M. on December 31, 2021.
2. **AMENDMENT TO SECTION 7.1 OF AGREEMENT.** The Agreement shall further be amended by deleting the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:
 - 7.1 Base Compensation. Effective October 1, 2021, through December 31, 2021, County shall pay monthly installments of \$186,183.92.

If the County accepts, please sign this letter in the space provided on the following page and email a signed copy to Stephanie Vardell, Contract Retention Specialist, at sdvardell@wellpath.us. This letter shall serve as the Seventh Amendment to the Agreement and shall be binding upon signature of the County and Wellpath, in accordance with Section 9.4 of the Agreement. All other terms of the current Agreement shall remain in full force and effect.





Should you have any questions or concerns, please do not hesitate to contact David Jordan, Operations Manager, at 405-924-3635.

We are Wellpath. We are the right people, always striving *to do the right thing*. We appreciate our partnership and look forward to continued success working together.

Sincerely

Justin Searle
Executive Vice President, Local Govt. Health Div

Cc: *David Jordan, Regional Director, Operations*
Adolfo Cisnero, MPH, CCHP, Senior Director of Contract Retention

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

By: _____

Name: Ruben Becerra

Title: Hays County Judge

Date: _____

WELLPATH LLC

By: _____

Name: Cindy P. Watson

Title: President, Local Govt. Health Div

Date: 9/29/2021



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 Second Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4) for professional services.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Brett Littlejohn

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

On July 2, 2019, the Commissioners Court authorized the Juvenile Detention Center to participate in a contract with Wellpath for medical services for juvenile detainees. Wellpath provides LVN, RN and Physician oversight to administer health care services and related administrative services. The attached Second Amendment extends the service until December 31, 2021 and increase the base compensation by 3%.

Attachment: Wellpath Amendment No 2

**SECOND AMENDMENT TO THE HEALTH SERVICES
AGREEMENT
(Effective October 1, 2021)**

This Seventh Amendment, effective October 1, 2021 (this “Amendment”), to the Health Services Agreement, dated July 2, 2019, as amended (the “Agreement”) is by and between Wellpath, LLC (“Wellpath”), (formerly Correct Care Solutions, LLC (“CCS”)) and Hays County, Texas (“County”).

WHEREAS, the Parties agree to renew the Agreement for another three-month period until December 31, 2021; and

WHEREAS, the Parties further agree to increase compensation for the additional renewal period by 3%, in accordance with Section 8.0: and

WHEREAS, in accordance with Section 11.7, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited five (5) month extension, as a material portion of this Amendment.

2. **AMENDMENT SECTION 9.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 9.0 in its entirety and inserting the following language in lieu thereof:

9.0. Initial Term. This Agreement will be effective as of 12:00 A.M. on August 1, 2019, and end as of 11:59 P.M. on December 31, 2021.

3. **AMENDMENT TO SECTION 8.0 OF AGREEMENT.** The Agreement shall be amended by adding the following subsection to 8.0:

8.0.1 For renewal term October 1, 2021 through December 31, 2021, the base amount paid by the County shall be equal monthly installments of \$27,369.70, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

WELLPATH, LLC

By:_____

By:_____

Name: Ruben Becerra

Name:_____

Title: Hays County Judge

Title:_____

Date:_____

Date:_____

September 28, 2021

Brett Littlejohn, Administrator
Hays County Juvenile Detention Center
2250 Clovis Barker Road
San Marcos, Texas 78666

**SECOND AMENDMENT TO THE AGREEMENT
FOR JUVENILE HEALTH CARE SERVICES
AT HAYS COUNTY, TEXAS
EFFECTIVE OCTOBER 1, 2021**

Re: 2021-2022 Continued Juvenile Health Care Services

Dear Mr. Littlejohn,

As the proud provider of medical care for the juveniles at the Hays County Juvenile Detention Center, Wellpath LLC strives to exceed your expectations regarding the quality of services provided.

Our contract term ends September 30, 2021 and automatically renews with a negotiated increase. Wellpath requests a 3.0% increase and a 90 day extension to allow time to release an RFP. Application of the 3.0% increase revises the base compensation amount from \$26,572.52 to \$27,369.70 monthly, effective October 1, 2021 through December 31, 2021.

As such, the Agreement shall be amended by adding the following subsection to Section 8.0:

8.0.1 For renewal term October 1, 2021 through December 31, 2021, the base amount paid by the County shall be equal monthly installments of \$27,369.70, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly payment is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.

If the County accepts, please sign this letter in the space provided on the following page and email signed copy to Stephanie Vardell, Contract Retention Specialist, at sdvardell@wellpath.us. This letter shall serve as the Second Amendment to the Agreement and shall be binding upon signature of the County and Wellpath, pursuant to Section 11.17 of the Agreement. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.





Should you have any questions, please do not hesitate to contact David Jordan, Director of Operations at 405-924-3635.

We are Wellpath. We are the right people, always striving *to do the right thing*. We appreciate our partnership and look forward to continued success working together.

Sincerely

Justin Searle
Executive Vice President, Local Govt. Health Div

Cc: *David Jordan, Regional Director of Operations*
Adolfo Cisnero, MPH, CCHP, Senior Director of Contract Retention

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF HAYS, TEXAS

By: _____

Name: Ruben Becerra

Title: Hays County Judge

Date: _____

WELLPATH LLC

By:  _____

Name: Cindy P. Watson

Title: President, Local Govt. Health Div

Date: 09/29/2021



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 the performance and duties of the Veterans Service Officer, Emergency Services Director, IT Director, Human Resources Director, Transportation Director, General Counsel, Director of Countywide Operations and Development Services Director.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	October 5, 2021	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	SHELL	N/A

SUMMARY

Re-occurring as needed.

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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

October 5, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects; and regarding POSAC reviewing criteria. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

October 5, 2021

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

Summary to be provided in Executive Session.