

**Commissioners Court -- JULY 30, 2024
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 **JULY 30, 2024**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E.

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

F.

PRESENTATIONS & PROCLAMATIONS
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1. Presentation of Hays County Employee Service and Retirement Awards. **BECERRA/MILLER**
2. Recognition of the winners of the Pedernales Electric Cooperative's "Government in Action Youth Tour" contest. **SMITH/COHEN**

G.

CONSENT ITEMS The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of July 16, 2024. **BECERRA/CARDENAS**
5. Authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. **BECERRA/MILLER**
6. Authorize Building Maintenance to replace the 2-ton HVAC unit at the Kyle WIC building in the amount of \$11,905.18 and amend the budget accordingly. **COHEN/T.CRUMLEY**
7. Authorize the execution of a Security One, Inc. work order in the amount of \$533.00 for the installation of an external antenna and cable extension at the Yarrington location. **INGALSBE/T.CRUMLEY**
8. Authorize a waiver to the purchasing policy to obtain three quotes and the execution of a Dunn Wright Heating

and Cooling estimate in the amount of \$43,000.00 for the replacement of Computer Room Air Conditioning (CRAC) Unit #3 located at the Government Center and amend the budget accordingly. **SHELL/T.CRUMLEY**

9. Approve out-of-state travel for William Baumann GIS Specialist with the Office of Emergency Services to attend the Tyler Technologies Fall Advisory Board Meetings on September 10-13, 2024 in Troy, Michigan and amend the budget accordingly. **INGALSBE/SHELL/MIKE JONES**
10. Authorize the Office of Emergency Services to accept a proposal from ESRI Indoor Mapping; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**
11. Authorize the Office of Emergency Services Community Emergency Response Team (CERT) to utilize \$1,279.00 in training savings to purchase 1 Ruth Lee Training Manikin from CPR Savers and amend the budget accordingly. **BECERRA/MIKE JONES**
12. Authorize the execution of a contract amendment to the Texas Water Development Board, Flood Infrastructure Fund grant contract. **SMITH/T.CRUMLEY/PACHECO**
13. Authorize the execution of grant documents associated with the Texas Department of Emergency Management, State Public Assistance, Windy Duece Fire program. **BECERRA/T.CRUMLEY/JONES**
14. Authorize the acceptance of additional insurance funds from the Texas Association of Counties (TAC) Risk Management Pool for vehicle repairs to a 2022 Ford Escape in the amount of \$1,412.13 and amend the budget accordingly. **SHELL/T.CRUMLEY**
15. Approve the execution of a First Amendment to the Professional Services Agreement between Hays County and Broaddus & Associates regarding Project Management Services executed on or about July 2, 2024. **BECERRA**
16. Amend the Election Contract Fee Fund continuing education budget for training expenses related to the 42nd Annual Election Law Seminar for County Election Officials to be held in Austin, Tx on August 12-14, 2024. **INGALSBE/DOINOFF**
17. Authorize the execution of a Second Amendment to the Hays County American Rescue Plan Recovery Social Service Funding Agreement between Hays County and United Way for Greater Austin. **INGALSBE**
18. Authorize the Office of Emergency Services Department to purchase two light kit packages for new leased vehicles, amend the budget accordingly, and authorize a waiver to the purchasing policy to obtain three quotes. **BECERRA/JONES**
19. Approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Advisory Group Meetings on September 11-12, 2024, in Troy, Michigan. **INGALSBE/CUTLER**
20. Authorize the Sheriff's Office to use existing funds to purchase vehicle cages valued at \$29,546.10 from Dana Safety Supply, Inc. **INGALSBE/CUTLER**
21. Authorize the Sheriff's Office - Jail Division to purchase a replacement HVAC unit valued at \$14,667.75 and amend the budget accordingly. **INGALSBE/CUTLER**
22. Authorize the Sheriff's Office to use existing funds to purchase twelve (12) Stalker Radar systems valued at \$29,040.00 and amend the budget accordingly. **INGALSBE/CUTLER**
23. Authorize an amendment to the Sheriff's Office Rural Law Enforcement Grant Program budget of \$22,300.40 related to the increased cost of an approved vehicle purchase. **INGALSBE/CUTLER**
24. Accept the Fiscal Year 2023 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. **SMITH/COHEN/VILLARREAL-ALONZO**
25. Accept the Fiscal Year 2023 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. **SHELL/INGALSBE/VILLARREAL-ALONZO**
26. Accept the Fiscal Year 2023 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **COHEN/INGALSBE/VILLARREAL-ALONZO**

27. Accept the Fiscal Year 2023 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082. **SMITH/SHELL/VILLARREAL-ALONZO**
28. Accept the Fiscal Year 2023 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082. **SMITH/COHEN/VILLARREAL-ALONZO**
29. Accept the Fiscal Year 2023 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. **INGALSBE/SHELL/VILLARREAL-ALONZO**
30. Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**
31. Authorize the execution of the Consent to Assignment Letter for the company merger and name change of Urban Design Group, PC to Dunaway Associates, LLC dba Dunaway|UDG. **SHELL/HUNT**
32. Approve specifications for IFB 2024-B13 Sentinel Peak - Boundary Fence and authorize Purchasing to advertise and solicit for bids. **SHELL/T.CRUMLEY**
33. Approve specifications and identify funding for IFB 2024-B11 Energy Efficient Mobile Generator and authorize Purchasing to advertise and solicit for bids. **BECERRA/JONES**
34. Authorize the execution of a Contract Termination Notice to Waukesha-Pearce Industries, Inc. related to the Planned Maintenance and Service Agreement for Countywide Generators maintenance and service repairs. **BECERRA/T.CRUMLEY**
35. Authorize the District Court to accept a proposal from Beckwith Electronics System related to the purchase of one Digital Document Camera; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) and amend the budget accordingly. **SHELL/TIBBE**
36. Authorize a waiver to the purchasing policy to obtain three quotes for the Constable Precinct 5 Office to purchase a furniture package from Michelle Thomas Design for the amount \$3,962.17 and amend the budget accordingly. **SMITH/ELLEN**
37. Approve Utility Permits. **SMITH/SHELL/BORCHERDING**
38. Authorize the County Judge to use community outreach funds not to exceed \$400.00 to purchase consumables for a working lunch during the Texas Department of Emergency Management training seminar for Mayors and County Staff on August 8, 2024. **BECERRA**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the execution of Supplemental No. 7 to the Professional Services Agreement (PSA) with HDR Engineering, Inc. for professional design services on the Robert S. Light (Buda Truck Bypass) project in Precinct 2, as part of the TxDOT/Hays County Partnership Program. **SMITH/BORCHERDING**
2. Discussion and possible action to authorize the execution of a TIA Contribution Agreement between Hays County and Arroyo Cap II-1, LLC, in the amount of \$56,112.00, for certain off-site traffic improvements related to the Sunset Oaks/Highmeadow Subdivision, and amend the budget accordingly. **INGALSBE/BORCHERDING**
3. Discussion and possible action to consider the release of the maintenance bond #204919W in the amount of \$132,147.05, and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subdivision, Section 1, Phase 1. **INGALSBE/BORCHERDING**
4. Discussion and possible action to call for a public hearing on August 6, 2024, to establish No Dumping zones on Peaceful Valley Road as shown on the map provided. **INGALSBE/BORCHERDING**
5. Discussion and possible action to consider the release of the maintenance bond #204920Y in the amount of \$189,217.91, and acceptance of the roads into the County Road Maintenance System for Trails at Windy Hill subd., Phase 6 & Phase 7. **INGALSBE/BORCHERDING**

6. Discussion and possible action to accept the Performance Bond No. CNB-43741-00 in the amount of \$2,988,902.88 for street and drainage improvements in the Sanctuary Dripping Springs, Lots 1-56, Final Plat. **SMITH/BORCHERDING**
7. Discussion and possible action to approve the selection of B2Z Engineering, LLC to provide construction, engineering & inspection (CE&I) services for the drainage and low water crossing improvements at Bear Creek project in Precinct 4; and authorize staff and counsel to negotiate a work authorization under their on-call CE&I contract. **SMITH/BORCHERDING**
8. Discussion and possible action to approve the selection of Pape-Dawson Consulting Engineers to provide construction, engineering & inspection (CE&I) services for the RM 2325 Sidewalk project in Precinct 3; and authorize staff and counsel to negotiate a work authorization under their on-call CE&I contract. **SHELL/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2470-PC; Hold a Public Hearing; followed by discussion and possible action regarding Woodcreek, Section 22, Reserve C, Replat. **SHELL/MACHACEK**
2. PLN-2436-NP; Discussion and possible action regarding the Rainbow Ranch, Lots 68-A, & 68-B, Final Plat. **SHELL/MACHACEK**
3. PLN-2298-PC; Ratify the approval of the River Oaks of Wimberley Unit No. 2, Lot 26, Replat. **SHELL/MACHACEK**
4. PLN-2460-NP; Ratify Approval of the Waterstone Logistics, Final Plat. **INGALSBE/MACHACEK**
5. PLN-2213-PC; Ratify approval for the Hurlbut Ranch West, PT of Tract 17, Replat. **SHELL/MACHACEK**
6. PLN-2424-NP; Ratify Approval of the Sanderson Addition, Final Plat **SHELL/MACHACEK**
7. PLN-2543-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Green Hills, Lot 25, Replat. **SMITH/MACHACEK**
8. PLN-2367-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Home Camp Subdivision, Lot 1, Replat. **SHELL/MACHACEK**

K.

MISCELLANEOUS

1. Discussion and possible action to order a general election for November 5, 2024. **BECERRA/DOINOFF**
2. Discussion and possible action to adopt the early voting locations and schedule for the November 5, 2024, General Election. **BECERRA/DOINOFF**
3. Discussion and possible action to approve the appointment of Judges, Alternate Judges, and Early Voting Ballot Board members for the November 5, 2024, General Election. **BECERRA/DOINOFF**
4. Discussion and possible action to establish the central count station for the November 5, 2024, election and name the Tabulation Supervisor and the Central Count Station Manager. **BECERRA/DOINOFF**
5. Discussion and possible action to approve Joint Election Agreements for the November 5, 2024 General Election for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002. **BECERRA/DOINOFF**
6. Discussion and possible action to authorize a salary exception to step 5 for the Mental Health Court Caseworker slot 0442-001 in the County Courts at Law, Mental Health Court Division, effective August 1, 2024. **BECERRA/BROWN**
7. Discussion and possible action to authorize the execution of an Amended Professional Services Agreement with HDR Architecture, Inc. related to the Government Center. **SHELL/T.CRUMLEY**

8. Discussion and possible action to authorize the execution of a Funding Agreement between Hays County, Wimberley Independent School District and Wimberley Youth Sports Association regarding the costs associated with the design and construction needed for the youth sporting fields and common areas. **SHELL**
9. Discussion and possible action to approve the execution of a Memorandum of Understanding (MOU) between Hays County Office of Emergency Services, Central Texas Food Bank and Hays County Food Bank regarding the process of safely distributing food following a declared disaster. **BECERRA/MIKE JONES**
10. Discussion and possible action to authorize the execution of a contingent fee contract, and associated resolution, between Hays County and McCreary Veselka Bragg & Allen (MVBA) for Delinquent Justice Court Fines and Fees Collection Services, pursuant to RFP 2024-P01. **BECERRA/HUNT**
11. Discussion and possible action to authorize the execution of a contingent fee contract, and associated resolution, between Hays County and Linebarger Goggan Blair & Sampson, LLP for Delinquent District and County Court Fines and Fees collection Services, pursuant to RFP 2024-P05. **BECERRA/HUNT**
12. Discussion and possible action to execute contract amendments to the County Court at Law Mental Health Specialty Court Program contracts with C. Nichole Mueller-McMorris, LCSW; Lisa Hinson, LCDC; Moonstone Counseling, PLLC; Horton House 501c3; Hiatus Wellness; and Evoke Wellness. **COHEN/INGALSBE/BROWN**
13. Discussion and possible action to authorize Amendment No. 1 to the Funding Agreement for Grant Management and Program Management Services with Ardurra Group, Inc. related to the American Rescue Plan Act Program Funding. **SMITH/DORSETT**
14. Discussion and possible action regarding the Fiscal Year 2025 budget, including a presentation of the Budget Office FY25 Recommended Budget and selection of dates for budget workshops. **BECERRA/DORSETT**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation related to the purchase, exchange, or value of real property located within the La Cima subdivision(s). Possible action may follow in open court. **SHELL**
3. 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 Turnersville Road in Pct. 2. Possible discussion and/or action may follow in open court. **COHEN**
4. Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Infinite Loop. Possible discussion and/or action may follow in open court. **BECERRA**
5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item

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

Summary

Presentation of Hays County Employee Service and Retirement Awards

Attachments

July 2024 Service and Retirement Awards

NAME	DEPARTMENT	YEARS
VERETTE, RONALD	Sheriff's Office	25
HUNT, STEPHANIE	Purchasing Office	10
GUZMAN, MICHAEL	Tax Assessor Collector's Office	10
RABELO, GILBERT	District Attorney's Office	5
BODIN, KYRA	County Clerk's Office	1
CANTU, MICHAEL	Sheriff's Office	1
LOPEZ SILVA, MAYRA	County Clerk's Office	1
NIEMANN, SIERRA	Pre-Trial Services	1
PEPLINSKI, JAMES	District Attorney's Office	1
HARDING, STEVEN	Transportation	1
WOODLAND, LISA	Justice of the Peace Pct 4 Ofc	1
BROWN, MAX	Transportation	1
JOHNSON, WESLEY	Sheriff's Office	1
RANGEL, MARCO	Juvenile Detention Center	1
SANDOVAL, SILVESTRE	Sheriff's Office	1
GARCIA, JOSE	Information Technology	1
GERMANO, WILLIAM	Sheriff's Office	1
KOEHN, HUNTER	District Clerk's Office	1
RAMIREZ, JUAN	Information Technology	1
RUSH, JONATHAN	Sheriff's Office	1
WEBER, TRINITY	Sheriff's Office	1
BARRERA, RON	County Clerk's Office	1
DAVIDSON, LOGAN	Transportation	1
GARCIA, AMELIA A	Personal Health	1
KLEMANN, ASHLEY	Sheriff's Office	1
OLIVARES, RICARDO	District Attorney's Office	1
SCHAPP, GREGORY	Sheriff's Office	1
WHITAKER, ABIGAIL	District Attorney's Office	1
SPARKS, ALEX	Sheriff's Office	1
ALVAREZ, GUSTAVO	Sheriff's Office	1
ROSALES, JUAN	Pre-Trial Services	1
FACUNDO, JASON	Pre-Trial Services	1
VIRAMONTES, ROSA	Pre-Trial Services	1
LOMBARDO, DANNY	Sheriff Office	24+
CISNEROS, SUSANA	Juvenile Detention Center	22+



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Cohen

Agenda Item

Recognition of the winners of the Pedernales Electric Cooperative's "Government in Action Youth Tour" contest. SMITH/COHEN

Summary



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of July 16, 2024. BECERRA/CARDENAS

Summary

Attachments

7/16/2024 Minutes

HAYS COUNTY COMMISSIONERS COURT MINUTES



JULY 16, 2024

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 16th DAY OF JULY A.D., 2024, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
LILLIAN GILLESPIE	DEPUTY 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.

WITH COMMISSIONER SMITH BEING ABSENT, THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order. Pastor Chris Millar, The Well, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment concerning accountability of county employees. Dan Lyon made a public comment concerning the proposed road bond program.

Recognition of Tom Green Elementary school as a Healthy recognized Campus.

Kate Blankenship, Texas A&M Agrilife Extension, stated students and teachers completed 2 nutrition programs, walked a combined total of 4,823 miles over 8 weeks, and participated in various gardening and agricultural programs. Tom Green Elementary is the first Healthy School Recognized Campus in Hays County.

40570 Adopt a Proclamation recognizing July 21-27, 2024 as Pretrial, Probation, and Parole Supervision Week.

Jason Facundo, Director of Pretrial Services, spoke about the department's work and recognized his employees.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing July 21-27, 2024 as Pretrial, Probation, and Parole Supervision Week.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40571 Approve payments of County invoices.

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

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40572 Approve the payment of Juror checks.

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

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously



40573 Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40574 Approve Commissioners Court Minutes of July 2, 2024.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of July 2, 2024.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40575 Approve the payment of the July 31, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective July 31, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the July 31, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective July 31, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40576 Approve the Building Maintenance Department to work with CT Electric (\$13,350.00), Security One, Inc. (\$1,625.00), SI Mechanical, LLC. (\$2,887.50), and The Fence Lady, Inc. (\$47,702.82) for the renovations of the old Health Department building located on Broadway.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the Building Maintenance Department to work with CT Electric (\$13,350.00), Security One, Inc. (\$1,625.00), SI Mechanical, LLC. (\$2,887.50), and The Fence Lady, Inc. (\$47,702.82) for the renovations of the old Health Department building located on Broadway.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40577 Authorize Building Maintenance to replace the mini-split system at the Driftwood Recycling and Solid Waste facility with a new mini-split in the amount of \$6,953.00 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Building Maintenance to replace the mini-split system at the Driftwood Recycling and Solid Waste facility with a new mini-split in the amount of \$6,953.00 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40578 Authorize the Transportation Department and Countywide Operations to have additional ground clean up work completed at six (6) local cemeteries and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Transportation Department and Countywide Operations to have additional ground clean up work completed at six (6) local cemeteries and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40579 Authorize the Health Department to purchase four (4) Automated External Defibrillators (AEDs) and supplemental AED supplies for Hays County buildings and amend the budget accordingly.



Rodrigo Amaya made a public comment questioning the usage and maintenance of the AEDs the county currently owns. Tammy Crumley, Director of Countywide Operations, clarified that the Building Maintenance Department was previously responsible for the maintenance and upkeep of every AED located in all county buildings. Crumley further clarified that within the last year, the Hays County Health Department has taken over these responsibilities from the Building Maintenance Department, and this item is to order the annual supplies for the county's AEDs.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Health Department to purchase four (4) Automated External Defibrillators (AEDs) and supplemental AED supplies for Hays County buildings and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40580 Authorize Countywide Operations to purchase one (1) replacement Dell Latitude 5550 laptop valued at \$1,508.00 for the Budget and Operations Manager and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Countywide Operations to purchase one (1) replacement Dell Latitude 5550 laptop valued at \$1,508.00 for the Budget and Operations Manager and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40581 Approve and confirm the appointment of Cody C. Mitchell as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office.

Robert Eller, Chief Deputy Constable Precinct 2, introduced Cody C. Mitchell to the court and highlighted his previous experience and achievements in law enforcement. Mitchell introduced himself to the court, further elaborating on his experience with the Kyle Police Department and expressing his readiness to serve the community he lives in. Judge Becerra swore in Deputy Constable Cody Mitchell after the vote was called.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Cody C. Mitchell as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40582 Authorize the execution of an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office.

Rodrigo Amaya made a public comment questioning how the Hays County Sheriff's Office will benefit from this contract with the Texas Workforce Commission. Jordan Powell, First Assistant Criminal District Attorney - Civil Division, clarified that the wording "for the benefit of" is the language that the Texas Workforce Commission is required to use to specify which office is related to this contract, as there are various law enforcement agencies in the county.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40583 Approve payment to Intuit for QuickBooks Enterprise software purchased for the Hays County Tax Assessor's Office, where no purchase order was requested as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payment to Intuit for QuickBooks Enterprise software purchased for the Hays County Tax Assessor's Office, where no purchase order was requested as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously



40584 Authorize payment to Card Services in the amount of \$1,124.96 for the District Attorney's Office related to witness travel expenses in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to Card Services in the amount of \$1,124.96 for the District Attorney's Office related to witness travel expenses in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40585 Authorize the Sheriff's Office to use existing funds to buy an unmanned aircraft system for \$1,939.99 and amend the budget accordingly.

Rodrigo Amaya made a public comment questioning the Sheriff's Office's need for additional drones. Judge Becerra commented on how beneficial the Sheriff's Office's drones were in assisting firefighting efforts last year. Commissioner Ingalsbe clarified that the Sheriff's Office would greatly benefit from having enough drone units for each officer to complete training exercises concurrently.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to use existing funds to buy an unmanned aircraft system for \$1,939.99 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40586 Authorize the Sheriff's Office to purchase a K9 bite suit valued at \$1,780.00 from Kirby K9, and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to purchase a K9 bite suit valued at \$1,780.00 from Kirby K9, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40587 Authorize a discretionary exemption per Texas Local Government Code 262.024 (a) (7)(D) captive replacement parts or components for equipment for the Sheriff's Office, Jail Division, to purchase a replacement intercom system for a housing unit.

Rodrigo Amaya made a public comment questioning why this was not included in the jail renovation project. Stephanie Hunt, Hays County Purchasing Agent, stated that the jail intercom system was included in the jail renovation project and this item is for repairs through the same contractor the county had previously used. Judge Becerra thanked Rodrigo Amaya for voicing his questions and concerns.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a discretionary exemption per Texas Local Government Code 262.024 (a) (7)(D) captive replacement parts or components for equipment for the Sheriff's Office, Jail Division, to purchase a replacement intercom system for a housing unit.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40588 Authorize the acceptance of a grant award from the Texas Veterans Commission, Veterans Treatment Court program in the amount of \$350,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Texas Veterans Commission, Veterans Treatment Court program in the amount of \$350,000.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously



40589 Authorize the acceptance of a grant award from the Texas Veterans Commission, General Assistance/Financial Assistance Program in the amount of \$250,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Texas Veterans Commission, General Assistance/Financial Assistance Program in the amount of \$250,000.00.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40590 Approve amendment of the Microsoft Enterprise Enrollment Agreement with SHI Government Solutions for 25 additional user licenses and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve amendment of the Microsoft Enterprise Enrollment Agreement with SHI Government Solutions for 25 additional user licenses and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40591 Authorize the Pre-Trial Services Office to purchase one (1) Microsoft Surface Pro 10 Tablet and accessories valued at \$2931.40 for the Supervisor Position and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Pre-Trial Services Office to purchase one (1) Microsoft Surface Pro 10 Tablet and accessories valued at \$2931.40 for the Supervisor Position and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40592 Authorize the execution of the Second Amendment to the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Marcos Texas Radio Association (KZSM Radio).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of the Second Amendment to the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Marcos Texas Radio Association (KZSM Radio).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40593 Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40594 Authorize the Hays County Health Department to accept a \$500.00 donation from State Representative Erin Zwiener for the purchase of backpacks in support of the Annual Back to School Fair and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Health Department to accept a \$500.00 donation from State Representative Erin Zwiener for the purchase of backpacks in support of the Annual Back to School Fair and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously



40595 Accept donations totaling \$1,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept donations totaling \$1,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40596 Accept the delivery of the County Auditor's Monthly Report for May 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the delivery of the County Auditor's Monthly Report for May 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40597 Accept delivery of the Auditor's Office Quarterly Internal Examination Reports.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept delivery of the Auditor's Office Quarterly Internal Examination Reports.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40598 Approve Utility Permits.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40599 Authorize the contract renewal of RFP 2022-P08 HVAC - Maintenance & Repair Service, Jail with SI Mechanical, LLC.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the contract renewal of RFP 2022-P08 HVAC - Maintenance & Repair Service, Jail with SI Mechanical, LLC.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40600 Discussion and possible action to authorize the execution of a Change Order No. 5 Final in the amount of \$74,523.58 to the construction contract with Aaron Concrete Contractors, LP for the RM 12 at RM 3237 (IFB 2023-B12) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly.

Commissioner Shell stated that this item is the final close-out of this project as the work has been completed for this intersection.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of a Change Order No. 5 Final in the amount of \$74,523.58 to the construction contract with Aaron Concrete Contractors, LP for the RM 12 at RM 3237 (IFB 2023-B12) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40601 Discussion and possible action to authorize the execution of Contract Amendment No. 1 in the amount of \$18,654.00 to the Professional Services Agreement for engineering services with Lockwood, Andrews & Newnam, Inc. for the Old Stagecoach at Post Road Intersection Project in Precinct 3.

Commissioner Shell stated that this intersection has had several motor vehicle accidents due to how the lanes intersect with the railroad tracks present. Lockwood, Andrews & Newnam, Inc. was contracted to assess the intersection for safety improvements.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of Contract Amendment No. 1 in the amount of \$18,654.00 to the Professional Services Agreement for engineering services with Lockwood, Andrews & Newnam, Inc. for the Old Stagecoach at Post Road Intersection Project in Precinct 3.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40602 Hold a public hearing with possible action to add 2 stop signs at the intersection of Trail Driver and Trail Driver Street.

Judge Becerra opened the Public Hearing at 9:50 a.m. No comments were made. Judge Becerra closed the Public Hearing at 9:51 a.m.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the addition of 2 stop signs at the intersection of Trail Driver and Trail Driver Street.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40603 Hold a public hearing with possible action to establish yield locations on Thurman Road at both intersections with Fox Road.

Judge Becerra opened the Public Hearing at 9:51 a.m. No comments were made. Judge Becerra closed the Public Hearing at 9:51 a.m.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to approve the establishment of yield locations on Thurman Road at both intersections with Fox Road.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40604 PLN-2470-PC; Call for a Public Hearing on July 30th, 2024; followed by discussion and possible action regarding the Woodcreek, Section 22, Reserve C, Replat.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on July 30th, 2024; followed by discussion and possible action regarding the Woodcreek, Section 22, Reserve C, Replat (PLN-2470-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40605 Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.

Shari Miller, Director of Human Resources, clarified that this is the annual retiree drug subsidy request that the county participates in through the Centers for Medicare Services (CMS). Miller continued that this ensures that Medicare eligible retirees that are on the county's insurance plan receive prescription rates that are comparable to the Medicare rates.

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

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

40606 Discussion and possible action to approve a Resolution amending the Authorized Representatives Agreement with TexPool for the District Clerk.

Daphne Tenorio, Hays County Treasurer, stated that due to the resignation of Hays County District Clerk Avrey Anderson, the name on the District Clerk's TexPool account needs to be changed to remove Avrey Anderson and add Daphne Tenorio in the interim until a new District Clerk is sworn in.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve a Resolution amending the Authorized Representatives Agreement with TexPool for the District Clerk.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously



40607 Discussion and possible action to authorize a salary exception to step 4 for Construction Operator 3 slot 1070-002 in the Hays County Transportation Department effective 8/1/24.

Aaron Jones, Hays County Transportation Department - Field Operations Superintendent, stated the applicant's qualifications for the role and that he believes they will be a valuable asset to the department.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize a salary exception to step 4 for Construction Operator 3 slot 1070-002 in the Hays County Transportation Department effective 8/1/24.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 9:55 a.m. and resumed back into open court at 10:22 a.m.

Clerk's Note Agenda Item #L-1 RE: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. - **WAS PULLED.**

40608 Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Eagle Pro, Project AVSM, Project Forward Motion, Project Curious Cosmo and Project Snap Dragon. Possible discussion and/or action may follow in open court.

Those present in Executive Session were Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra, Jordan Powell, First Assistant Criminal District Attorney - Civil Division, Chase Young, Assistant Criminal District Attorney - Civil Division, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, Janice Jones, Legal Support Services Specialist, Mike Kamerlander, Greater San Marcos Partnership (GSMP) President/CEO, Emily Mathes, GSMP Director of Business Development, and Jennifer Luna, GSMP Project Manager.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe authorizing the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and BRE Group 500 Wonder World 2022 LP (otherwise known as Project Snapdragon).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

Commissioner Cohen stated the City of Buda is also authorizing an economic incentive agreement related to this project (Project Forward Motion), the company shall construct certain building improvements and invest in certain personal property improvements with a minimum capital investment of over \$17.8 million related to such improvements, and the incentive will consist of a property tax rebate in the amount of a 50% property tax rebate each year for 10 years.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe authorizing the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and Futronic USA, Inc. (otherwise known as Project Forward Motion).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

Clerk's Note Agenda Item #L-3 RE: Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation related to the purchase, exchange, or value of real property located within the La Cima subdivision(s). Possible action may follow in open court. - **WAS PULLED.**



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

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 570 for the week of July 7, 2024, with a peak of 578 inmates on July 12, 2024. The estimated cost for outsourcing inmates this week was \$176,719. The average number of outsourced males is 266 and females is 8. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 47.

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

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

Clerk's Note Agenda Item #M-5 RE: *Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. - WAS PULLED.*

Clerk's Note Agenda Item #M-6 RE: *Updates on measurable advancement of Judicial Services to include the areas of staffing, equipment, training, operations and policy, by Assistant Director of Judicial Services Albert Sierra. - WAS PULLED.*

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 10:23 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners Court on JULY 16, 2024.



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



Date	Res Number	Motion	Ingalsbe	Cohen	Shell	Smith	Becerra
7/16/2024	40570	Adopt a Proclamation recognizing July 21-27, 2024 as Pretrial, Probation, and Parole Supervision Week.	Y	Y	Y	ABSENT	Y
7/16/2024	40571	Approve payments of County invoices.	Y	Y	Y	ABSENT	Y
7/16/2024	40572	Approve the payment of Juror checks.	Y	Y	Y	ABSENT	Y
7/16/2024	40573	Approve the payment of United Healthcare claims and authorize an additional disbursement in an amount not to exceed \$500,000.00 to the healthcare claims account.	Y	Y	Y	ABSENT	Y
7/16/2024	40574	Approve Commissioners Court Minutes of July 2, 2024.	Y	Y	Y	ABSENT	Y
7/16/2024	40575	Approve the payment of the July 31, 2024 payroll disbursements in an amount not to exceed \$5,300,000.00 effective July 31, 2024 and post totals for wages, with-holdings, deductions, and benefits on the Hays County website once finalized.	Y	Y	Y	ABSENT	Y
7/16/2024	40576	Approve the Building Maintenance Department to work with CT Electric (\$13,350.00), Security One, Inc. (\$1,625.00), SI Mechanical, LLC. (\$2,887.50), and The Fence Lady, Inc. (\$47,702.82) for the renovations of the old Health Department building located on Broadway.	Y	Y	Y	ABSENT	Y
7/16/2024	40577	Authorize Building Maintenance to replace the mini-split system at the Driftwood Recycling and Solid Waste facility with a new mini-split in the amount of \$6,953.00 and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40578	Authorize the Transportation Department and Countywide Operations to have additional ground clean up work completed at six (6) local cemeteries and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40579	Authorize the Health Department to purchase four (4) Automated External Defibrillators (AEDs) and supplemental AED supplies for Hays County buildings and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40580	Authorize Countywide Operations to purchase one (1) replacement Dell Latitude 5550 laptop valued at \$1,508.00 for the Budget and Operations Manager and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40581	Approve and confirm the appointment of Cody C. Mitchell as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office.	Y	Y	Y	ABSENT	Y
7/16/2024	40582	Authorize the execution of an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office.	Y	Y	Y	ABSENT	Y
7/16/2024	40583	Approve payment to Intuit for QuickBooks Enterprise software purchased for the Hays County Tax Assessor's Office, where no purchase order was requested as required per the Hays County Purchasing Policy.	Y	Y	Y	ABSENT	Y
7/16/2024	40584	Authorize payment to Card Services in the amount of \$1,124.96 for the District Attorney's Office related to witness travel expenses in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40585	Authorize the Sheriff's Office to use existing funds to buy an unmanned aircraft system for \$1,939.99 and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40586	Authorize the Sheriff's Office to purchase a K9 bite suit valued at \$1,780.00 from Kirby K9, and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40587	Authorize a discretionary exemption per Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts or components for equipment for the Sheriff's Office, Jail Division, to purchase a replacement intercom system for a housing unit.	Y	Y	Y	ABSENT	Y
7/16/2024	40588	Authorize the acceptance of a grant award from the Texas Veterans Commission, Veterans Treatment Court program in the amount of \$350,000.00.	Y	Y	Y	ABSENT	Y
7/16/2024	40589	Authorize the acceptance of a grant award from the Texas Veterans Commission, General Assistance/Financial Assistance Program in the amount of \$250,000.00.	Y	Y	Y	ABSENT	Y
7/16/2024	40590	Approve amendment of the Microsoft Enterprise Enrollment Agreement with SHI Government Solutions for 25 additional user licenses and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40591	Authorize the Pre-Trial Services Office to purchase one (1) Microsoft Surface Pro 10 Tablet and accessories valued at \$2931.40 for the Supervisor Position and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40592	Authorize the execution of the Second Amendment to the Hays County American Rescue Plan Recovery Donation Agreement between Hays County and San Marcos Texas Radio Association (KZSM Radio).	Y	Y	Y	ABSENT	Y
7/16/2024	40593	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2024 quarterly financial reporting.	Y	Y	Y	ABSENT	Y
7/16/2024	40594	Authorize the Hays County Health Department to accept a \$500.00 donation from State Representative Erin Zwiener for the purchase of backpacks in support of the Annual Back to School Fair and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40595	Accept donations totaling \$1,600.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40596	Accept the delivery of the County Auditor's Monthly Report for May 2024 pursuant to Texas Local Government Code, Chapter 114.023 and 114.025.	Y	Y	Y	ABSENT	Y
7/16/2024	40597	Accept delivery of the Auditor's Office Quarterly Internal Examination Reports.	Y	Y	Y	ABSENT	Y
7/16/2024	40598	Approve Utility Permits.	Y	Y	Y	ABSENT	Y
7/16/2024	40599	Authorize the contract renewal of RFP 2022-P08 HVAC - Maintenance & Repair Service, Jail with SI Mechanical, LLC.	Y	Y	Y	ABSENT	Y
7/16/2024	40600	Authorize the execution of a Change Order No. 5 Final in the amount of \$74,523.58 to the construction contract with Aaron Concrete Contractors, LP for the RM 12 at RM 3237 (IFB 2023-B12) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly.	Y	Y	Y	ABSENT	Y
7/16/2024	40601	Authorize the execution of Contract Amendment No. 1 in the amount of \$18,654.00 to the Professional Services Agreement for engineering services with Lockwood, Andrews & Newnam, Inc. for the Old Stagecoach at Post Road Intersection Project in Precinct 3.	Y	Y	Y	ABSENT	Y
7/16/2024	40602	Approve the addition of 2 stop signs at the intersection of Trail Driver and Trail Driver Street.	Y	Y	Y	ABSENT	Y
7/16/2024	40603	Approve the establishment of yield locations on Thurman Road at both intersections with Fox Road.	Y	Y	Y	ABSENT	Y
7/16/2024	40604	Call for a Public Hearing on July 30th, 2024; followed by discussion and possible action regarding the Woodcreek, Section 22, Reserve C, Replat (PLN-2470-PC).	Y	Y	Y	ABSENT	Y
7/16/2024	40605	Authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy.	Y	Y	Y	ABSENT	Y
7/16/2024	40606	Approve a Resolution amending the Authorized Representatives Agreement with TexPool for the District Clerk.	Y	Y	Y	ABSENT	Y
7/16/2024	40607	Authorize a salary exception to step 4 for Construction Operator 3 slot 1070-002 in the Hays County Transportation Department effective 8/1/24.	Y	Y	Y	ABSENT	Y
7/16/2024	40608	Authorizing the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and BRE Group 500 Wonder World 2022 LP (otherwise known as Project Snapdragon). Authorizing the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Hays County and Futronic USA, Inc. (otherwise known as Project Forward Motion).	Y	Y	Y	ABSENT	Y



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Miller

Sponsor:

Judge Becerra

Agenda Item:

Authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. **BECERRA/MILLER**

Summary:

The annual volunteer accident policy is due for renewal with La Vernia Insurance Agency and written by Philadelphia Insurance Companies effective 9/1/24.

Fiscal Impact:

Amount Requested: \$300.00

Line Item Number: 001-645-00.5340

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

2024-2024 Volunteer Accident Policy

La Vernia Insurance Agency

P.O. BOX 159
 13123 HWY 87 WEST
 LA VERNIA, TX 78121
 (830)779-2595

INVOICE

Customer	County of Hays Government Center
Acct #	1684
Date	07/09/2024
Customer Service	LaVernia Insurance Craig Pruski
Page	1 of 1

County of Hays Government Center
 712 S. Stagecoach Trail,
 Suite #1063
 San Marcos, TX 78666

Payment Information	
Invoice Summary	\$ 300.00
Payment Amount	
Payment for:	Invoice#20590
PHPA139361	

Thank You

Please detach and return with payment



Customer: County of Hays Government Center

Invoice	Effective	Transaction	Description	Amount
20590	09/01/2024	Renew policy	Policy #PHPA139361 09/01/2024-09/01/2025 The Allen J. Flood Companies Inc. Volunteer Accident - Renew policy	300.00
				Total
				\$ 300.00

Thank You

La Vernia Insurance Agency
 P.O. BOX 159 13123 HWY 87 WEST
 LA VERNIA, TX 78121

(830)779-2595

Date

lvins@lv-insurance.com

07/09/2024



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

APPLICATION FOR BLANKET ACCIDENT INSURANCE Accidental Death and Accident Medical Benefits

Part I Proposed Policyholder

Full Legal Name of Proposed Policyholder Hays County Texas

Address 712 S. Stagecoach Trail San Marcos, TX 78666

Proposed Policyholder is Other
please describe type of entity who will own policy

Requested Effective Date 9/1/2024

Expiration Date 9/1/2025

Who will be insured? All authorized volunteers of the policyholder
describe all members or participants of the Policyholder who will be insured

Part II Plan

a. Plan of Benefits

Accident Medical Expense Benefits	Accidental Death	\$25,000
Maximum Benefit \$100,000	Accidental Dismemberment	up to \$50,000
Deductible Amount \$0	Accidental Paralysis	\$50,000

Scope of Coverage: **Full Excess**

b. Premium Calculation

Total Premium **\$300.00**

Part III Acknowledgements and Signatures

a. **Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at La Vernia Ins. on the 9th day of July, 20 24

Signed for the Proposed Policyholder


Signed by Licensed Agent

Title President Agent License Number 705590



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

POLICYHOLDER: Hays County Texas

GROUP POLICY NUMBER: PHPA139361-004

POLICY EFFECTIVE DATE: 9/1/2024

POLICY ISSUE DATE: 7/4/2024

POLICY TERM 9/1/2024 to 9/1/2025

STATE OF ISSUE: Texas

This Certificate of Insurance is issued under the terms of the Blanket Accident Policy issued to the Policyholder. Coverage is only described in the Certificate of Insurance. It is not the insurance contract. The Policy is the only contract under which benefits are paid. The Policy may be examined, upon request, at the office of the Policyholder.

The Policy sets forth the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

The Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of the Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Certificate to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company

• **BLANKET ACCIDENT CERTIFICATE** •
(Activities Excluding Sports)
• **NON-PARTICIPATING** •

**THE POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.
IT DOES NOT PAY BENEFITS FOR SICKNESS.**

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call Philadelphia Indemnity Insurance Company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through Philadelphia Indemnity Insurance Company. If you don't, you may lose your right to appeal.

Philadelphia Indemnity Insurance Company

To get information or file a complaint with Philadelphia Indemnity Insurance Company:

Call: Customer Service at 1-877-438-7459

Email: service@phly.com

Mail: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a Philadelphia Indemnity Insurance Company. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de Philadelphia Indemnity Insurance Company. Si no lo hace, podría perder su derecho para apelar.

Philadelphia Indemnity Insurance Company

Para obtener información o para presentar una queja ante Philadelphia Indemnity Insurance Company:

Llame a: Customer Service al 1-877-438-7459

Correo electrónico: service@phly.com

Dirección postal: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

PI-Notice TX (01/20)

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: All authorized volunteers of the policyholder

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Policyholder Coverage
Personal Deviations covered no

Covered activities Participation in and attendance at the following Policyholder Supervised and Sponsored activities: All authorized volunteer activities

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum \$25,000
Loss must occur within 365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	200% of the Principal Sum
Loss of Sight of Both Eyes	200% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	200% of the Principal Sum
Quadriplegia	200% of the Principal Sum
Paraplegia	200% of the Principal Sum
Hemiplegia	200% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Loss of Hearing in Both Ears	100% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of the Principal Sum

Aggregate Limit of Indemnity \$500,000
Applies to: All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified

above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense	
Other Health Plan Reduction	50%

Medical Expense Benefits

Total Maximum for all Accident Medical Expense Benefits	\$100,000
First Covered Expenses must be Incurred within	180 days after a Covered Accident
Benefit Period	1 year from the date of the Covered Accident
Deductible	\$0

Covered Expenses

In-Patient Hospital Services	
Daily ICU or CCU Benefit	100%
Daily In-Hospital Benefit	100% of the average Semi-private room rate
Miscellaneous Services	100% per Hospital Stay
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100% per visit
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	100%

Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prosthetic Devices	100%
Orthotic Devices	100%
Prescription Drug Benefit	
Benefit per prescription	100%
Home Health Care Benefit	
Calendar Year Deductible	\$0
Home Health Care Visit	100%
Maximum Visits	40 per calendar year
Medical Supplies, Drugs and Medications	100%

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Beneficiary means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Certificate means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Company or We, Us, Our, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by: disease; sickness; or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is: sponsored; organized; scheduled; or otherwise provided by the Policyholder.

Covered Expenses means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Covered Injury means any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss means: accidental death; dismemberment; or other Injury covered under the Policy.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Deductible means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

He, Him or His means an individual, male or female.

Health Benefit Plan means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; disability benefits; or repatriation of remains. A Health Benefit Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organization; Preferred Provider Organization; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:

- a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic facility or unit of a Hospital for:

1. rehabilitation; convalescent; custodial; or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Maximum Benefit means the most we will pay for each Benefit stated in the Schedule of Benefits.

Nurse means an individual licensed by the Texas State Board of Medical Examiners to practice medicine within the scope of his or her license.

Orthotic Device means a brace or splint used to support, immobilize or treat injured muscles, joints or skeletal parts.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

Physician means an individual licensed to practice medicine by the Texas State Board of Medical Examiners within the scope of his or her license. This term includes a doctor of osteopathic medicine.

Policy means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder means the branch or organization that elects to provide the coverage under this Policy for its members or participants.

Policy Effective Date means the date this Policy takes effect as shown on the face page.

Pre-existing Condition means a disease or physical condition for which the Covered Person received medical advice or treatment in the 12 month period before the Covered Person's coverage became effective under the Policy.

Prosthetic Device means an artificial device to replace, in part or in whole, a leg, an arm, or an eye.

Schedule of Benefits means the outline of the: Coverages and Benefits provided by this Policy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the Schedule of Benefits has been satisfied.

Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

Termination of Insurance

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid subject to the Grace Period;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

Extension of Benefits

We will extend benefits under the Policy for 3 months after a Covered Person's coverage would otherwise end if on that date he or she is:

1. confined in a Hospital for a Covered Injury; and
2. under a Physician's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Schedule of Benefits.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement, or if the Insured has died or become incapacitated, a copy of the written statement is given to his or her beneficiary or representative.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Misstatement of Age

If the age of the Covered Person has been misstated, We will adjust the benefits under this Policy to those that would be applicable at the correct age.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void except assignments of benefits to a physician or other health care provider who provides health care services to the Covered Person.

Incontestability

The validity of this Policy may not be contested after the Policy has been in force for two years after its date of issue. In the absence of fraud, a statement made by a Covered Person relating to the Covered Person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made: a) after the insurance has been in force before the contest for two years during the Covered Person's lifetime; and b) unless the statement is contained in a written instrument signed by the Covered Person making the statement.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to reasonably cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Notice of Acceptance/Rejection of Claim

We will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required to secure final proof of loss.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than benefits for loss of time not later than the 60th day after the date We receive written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits payable under this Policy for loss of time will be paid monthly during the period for which We are liable, and any balance remaining unpaid at the end of that period will be paid as soon as possible after We receive written or authorized electronic proof of loss.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Insured or the Insured's assignee.

If We are to pay benefits to the estate or to a person who is a minor or otherwise not competent to give a valid release, We may pay benefits to such Covered Person's parent, guardian, or other person actually supporting the Covered Person.

The Insured may assign all or a portion of any benefits provided by the Policy for dental care services to the dentist providing the services. In the case of such an assignment, We will pay benefits directly to the dentist designated.

We will repay the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for a Covered Person if, under the Policy, the Covered Person is entitled to payment for the medical expenses.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or

7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

CONDITIONS OF COVERAGE

This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

POLICYHOLDER COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only within the United States, Canada and Mexico and only directly and without interruption;

1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier providing transportation to the site of the Covered Activity or by a private passenger automobile driven by an adult with a valid drivers' license.

Travel Coverage for Overnight Covered Activities Covered Travel also includes travel by any common carrier providing transportation to a Covered Activity within the United States, Canada or Mexico when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, Canada or Mexico will be covered only if We have agreed to it in writing.

Exclusions This coverage will not be in effect during

1. the Covered Person's Personal Deviation; or
2. during travel to any Covered Activity that takes place outside the United States, Canada and Mexico unless we have agreed to provide it in advance.

Other exclusions that apply to this coverage are in the *Common Exclusions* section.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle except a golf *cart or any other vehicle We specifically agree to cover* not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States, Canada or Mexico;
12. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
13. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
14. voluntary ingestion of any: narcotic; drug; poison; gas; or fumes; unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
15. injuries compensable under Workers' Compensation law or any similar law;
16. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

We will not pay benefits for:

17. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.
18. A Covered Person's Covered Loss if:
 - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
 - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Benefit Plan Benefits

When another Health Benefit Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Benefit Plan whether or not claim has been made for benefits it provides.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* or the amount the other Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones; operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center
4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; and ramps and installation costs ; eyeglasses and hearing aids.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and

2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

We will pay Covered Expenses Incurred for dental treatment by a noncontracting provider dentist the same as We will pay Covered Expenses Incurred for dental treatment by a contracting provider dentist.

Prosthetic Devices

We will pay Covered Expenses Incurred for prosthetic devices, components of prosthetic devices, and repairs of prosthetic devices.

Orthotic Devices

We will pay Covered Expenses Incurred for the purchase, repair or replacement of an Orthotic Device required as a result of a Covered Accident.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Home Health Care

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by a Home Health Care Agency, for the maximum number of Visits as shown in the *Schedule of Benefits* for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with the Covered Person's discharge placement through a rehabilitation facility approved by his Physician and by Us;
4. nutritional counseling; and
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health Care services must be preceded by a Minimum Hospital Stay and must begin within the specified number of consecutive days of discharge from a Hospital. The Minimum Hospital Stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits*.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or

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- administration of blood.
2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident.
 3. Any elective or routine: treatment; surgery; health treatment; or examinations; including any service, treatment or supplies that are (a) deemed by Us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
 4. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
 5. Rest cures or custodial care.
 6. Repair or replacement of: existing dentures; partial dentures; braces; or bridgework.
 7. Personal services such as television and telephone, or transportation.
 8. Expenses paid by any automobile insurance policy without regard to fault.
 9. Services or treatment provided by an infirmary operated by the Policyholder or Subscriber.
 10. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
 11. Treatment or service provided by a private duty nurse.
 12. Treatment of hernia of any kind.
 13. Treatment of a Pre-existing condition as defined herein.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Administrative Office: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
800-873-4552

***IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)***

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (“the Association”) administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder’s state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder’s state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov

PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Indemnity Insurance Company ("PIIC" or "We") value(s) your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law. This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be disclosed. This does not reflect a change in the way we do business or handle your information.

INFORMATION THAT WE COLLECT:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties in order to service your policy.

INFORMATION THAT WE DISCLOSE:

We will only disclose the information described above to affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

PROTECTION OF INFORMATION:

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

USE OF COOKIES:

We may place electronic "cookies" in the browser files of your computer when you access this website. Cookies are text files placed on your computer to enable our systems to recognize your browser and to tailor the information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre populate on-line forms with your information. We also use cookies to help us analyze use of our website to understand which areas of our site are most useful to you. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do this, you may not be able to use the full functionality of the website.

YOUR RIGHTS REGARDING YOUR INFORMATION:

You have the right to submit a written request for access to your recorded Personal Information. Within 30 business days of receipt of your request, we must inform you of the nature and substance of your recorded Personal Information, permit you to view and copy it in person, or receive a copy by mail of your recorded Personal Information, and receive names of persons or entities to whom we have disclosed Personal Information about you in the last two years. There are some types of information, however, to which we are not required to give you access. Information collected for the evaluation of a claim, or when the possibility of a lawsuit exists, will not be disclosed. If your records contain medical information, we may ask you to name a licensed medical professional to whom we can send such information so that it may be properly explained. You may be charged a fee if we copy your Personal Information for you.

You have the right to request that we correct, amend or delete any recorded Personal Information that you believe is inaccurate. Within 30 business days of receipt of your request, we will correct, amend or delete the inaccurate recorded Personal Information or notify you the reason(s) that we are unable to make the change. If you disagree with our decision, you have the right to submit a concise statement for your file setting forth the reasons you disagree with us and/or the correct, relevant or fair information. If you request, we will provide you with a summary of our procedures by which you may request correction, amendment or deletion of your recorded Personal Information.

If we use an independent consumer reporting agency or insurance-support organization to prepare a report on you, you have the right to be personally interviewed by them. Information you give during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency or organization may contact you, and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency or insurance-support organization provide you with a copy of the report it makes. Information obtained by a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons. Write us at the address in this notice and we will give you the name and address of any agency or support organization we have used to prepare a report on you so that you can contact them directly to find out more about that report.

CONTACT US: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 ATTN: Chief Privacy Officer

CONSUMER DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC INSURANCE DOCUMENTS ("CONSENT FORM")

The Philadelphia Insurance Companies (we, us or Company) has been at the forefront of "going green". We even have a staff person whose sole responsibility is to promote "green" initiatives in the company including ways employees can do more to promote "green" such as encouraging employees to volunteer at "green" projects such as building and cleaning parks, planting trees, etc. One major way to "go green" is to cut down on the amount of paper on which insurance policies are printed. You can help our efforts in "going green" by agreeing to receive various insurance documents electronically. An advantage to you is faster delivery of the documents and an easier way to store and search these documents.

But for you to begin receiving the documents electronically, we are required to disclose certain information to you and obtain your consent to receive the documents electronically.

DISCLOSURE STATEMENT

- If you sign this Consent form for electronic delivery, it will apply to insurance policies, endorsements, notices or other related documents ("documents").
- You have the right to withdraw your consent to the electronic delivery of any document or other changes to them at any time by sending an e-mail to the following e-mail address: AH@phly.com. Your withdrawal of consent will be effective 45 days after the date that notice of your withdrawal of consent is received by your agent.
- If you want to change the e-mail address where electronic delivery of documents or other changes to them is to be sent, please send an e-mail containing your new e-mail address for electronic delivery to AH@phly.com. Any such change in your e-mail address where the delivery of such documents is to be sent will be effective 45 days after the date that notice of your new e-mail address is received by us or your agent.
- If you consent to the electronic delivery of the documents or other changes to them, you may request that a paper copy of any such documents also be given to you. Any such request must be made to AH@phly.com. No fee will be charged for this request.
- In order for you to be able to view and retain any such documents, you must have (a) a computer, iPad, or other electronic device that has access to the internet; (b) a valid e-mail address; (c) an operational program installed on your computer, iPad, or other electronic device capable of receiving e-mail; (d) an operational program installed on your computer, iPad, or other electronic device that will permit you to view a document in Adobe Acrobat Reader; and (e) a hard drive, thumb drive, or other device included within or attached to your computer, iPad, or other electronic device to which a document in the above format may be permanently downloaded. We will notify you if these requirements change.

If you sign this Consent form, we will send you an e-mail to the address you provide in the Consent form confirming your acceptance to having the documents described above sent to you electronically at the e-mail address you provided. You must confirm acceptance by responding to the e-mail.

Requesting Paper Copies

We will not send you a paper copy of any communication or document, unless you request it. However, at any time, you may request a paper copy, without charge, of any communication or document provided or made available electronically to you by contacting us as follows:



Mail your request to: Philadelphia Insurance Companies
P O Box 950
Bala Cynwyd, PA 19004-0950
Please include the policy number in your communication.

E-mail your request to: AH@phly.com

You may also obtain a paper copy of any electronic communication we send to you by downloading and printing the document from your computer.

Acknowledging Your Access and Consent to Receive Communications Electronically

To confirm that you are able to access and view documents electronically, please verify that you are able to read and print this electronic disclosure or electronically save this page for future reference or that you are able to e-mail this disclosure and consent to an address where you will be able to print or save it for your future reference and access.

If you consent to receive notices and disclosures exclusively in electronic format in accordance with the terms and conditions described above, please let us know by clicking the "I Accept" button. By clicking the "I Accept" button, you confirm that:

You can access and read this Consent Form. You are able to print it or save it and send it to a place where you can print it and until you notify the Philadelphia Insurance Companies otherwise as described above, you consent to receive written notices, disclosures, authorizations, acknowledgements, communications, and documents exclusively in electronic format during the course of our relationship.

We will send you an e-mail to confirm that you can receive documents electronically at the e-mail address that you provide to us. You will need to confirm receipt of the e-mail by clicking on the link in the e-mail. Once you do that and electronically sign this document, we will begin sending your insurance policies, endorsements and other documents to you electronically by e-mail. And you will have the satisfaction of knowing that you have helped our efforts in "going green".

My e-mail address: _____



Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

**APPLICATION FOR BLANKET ACCIDENT INSURANCE
Accidental Death and Accident Medical Benefits**

Part I Proposed Policyholder

Full Legal Name of Proposed Policyholder Hays County Texas

Address 712 S. Stagecoach Trail San Marcos, TX 78666

Proposed Policyholder is Other
please describe type of entity who will own policy

Requested Effective Date 9/1/2024 **Expiration Date** 9/1/2025

Who will be insured? All authorized volunteers of the policyholder
describe all members or participants of the Policyholder who will be insured

Part II Plan

a. Plan of Benefits

Accident Medical Expense Benefits	Accidental Death	\$25,000
Maximum Benefit \$100,000	Accidental Dismemberment	up to \$50,000
Deductible Amount \$0	Accidental Paralysis	\$50,000

Scope of Coverage: Full Excess

b. Premium Calculation

Total Premium \$300.00

Part III Acknowledgements and Signatures

- a. Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- b. Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ **on the** _____ **day of** _____, **20** _____

Signed for the Proposed Policyholder *Signed by Licensed Agent*

Title _____ *Agent License Number* _____



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

POLICYHOLDER: Hays County Texas
GROUP POLICY NUMBER: PHPA139361-004
POLICY EFFECTIVE DATE: 9/1/2024
POLICY ISSUE DATE: 7/4/2024
POLICY TERM 9/1/2024 to 9/1/2025
STATE OF ISSUE: Texas

Philadelphia Indemnity Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible members.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy. We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company

- **BLANKET ACCIDENT POLICY** •
- (Activities Excluding Sports)
- **NON-PARTICIPATING** •

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.
IT DOES NOT PAY BENEFITS FOR SICKNESS.**

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call Philadelphia Indemnity Insurance Company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through Philadelphia Indemnity Insurance Company. If you don't, you may lose your right to appeal.

Philadelphia Indemnity Insurance Company

To get information or file a complaint with Philadelphia Indemnity Insurance Company:

Call: Customer Service at 1-877-438-7459

Email: service@phly.com

Mail: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a Philadelphia Indemnity Insurance Company. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de Philadelphia Indemnity Insurance Company. Si no lo hace, podría perder su derecho para apelar.

Philadelphia Indemnity Insurance Company

Para obtener información o para presentar una queja ante Philadelphia Indemnity Insurance Company:

Llame a: Customer Service al 1-877-438-7459

Correo electrónico: service@phly.com

Dirección postal: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

PI-Notice TX (01/20)

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: All authorized volunteers of the policyholder

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Policyholder Coverage
Personal Deviations covered no

Covered activities Participation in and attendance at the following Policyholder Supervised and Sponsored activities: All authorized volunteer activities

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum \$25,000
Loss must occur within 365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	200% of the Principal Sum
Loss of Sight of Both Eyes	200% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	200% of the Principal Sum
Quadriplegia	200% of the Principal Sum
Paraplegia	200% of the Principal Sum
Hemiplegia	200% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Loss of Hearing in Both Ears	100% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of the Principal Sum

Aggregate Limit of Indemnity \$500,000
Applies to: All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified

above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense	
Other Health Plan Reduction	50%

Medical Expense Benefits

Total Maximum for all Accident Medical Expense Benefits	\$100,000
First Covered Expenses must be Incurred within	180 days after a Covered Accident
Benefit Period	1 year from the date of the Covered Accident
Deductible	\$0

Covered Expenses

In-Patient Hospital Services	
Daily ICU or CCU Benefit	100%
Daily In-Hospital Benefit	100% of the average Semi-private room rate
Miscellaneous Services	100% per Hospital Stay
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100% per visit
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	100%

Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prosthetic Devices	100%
Orthotic Devices	100%
Prescription Drug Benefit	
Benefit per prescription	100%
Home Health Care Benefit	
Calendar Year Deductible	\$0
Home Health Care Visit	100%
Maximum Visits	40 per calendar year
Medical Supplies, Drugs and Medications	100%

RATE TABLE Rates are variable by risk quoted. Rates may be daily, weekly, monthly, quarterly, semi-annually or annually. Rates may be paid: on the effective date, within 30 days from the effective date, monthly, quarterly, semi-annually or annually.

Premium Rates	\$300
Minimum Premium	\$300
Contributions	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
Mode of Premium Payment	Fixed Annual
Premium Due Date[s]	Policy Effective Date

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Beneficiary means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Certificate means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Company or We, Us, Our, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by: disease; sickness; or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is: sponsored; organized; scheduled; or otherwise provided by the Policyholder.

Covered Expenses means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Covered Injury means any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss means: accidental death; dismemberment; or other Injury covered under the Policy.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Deductible means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

He, Him or His means an individual, male or female.

Health Benefit Plan means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; disability benefits; or repatriation of remains. A Health Benefit Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organization; Preferred Provider Organization; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:

- a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic facility or unit of a Hospital for:

1. rehabilitation; convalescent; custodial; or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Maximum Benefit means the most we will pay for each Benefit stated in the Schedule of Benefits.

Nurse means an individual licensed by the Texas State Board of Medical Examiners to practice medicine within the scope of his or her license.

Orthotic Device means a brace or splint used to support, immobilize or treat injured muscles, joints or skeletal parts.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

Physician means an individual licensed to practice medicine by the Texas State Board of Medical Examiners within the scope of his or her license. This term includes a doctor of osteopathic medicine.

Policy means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder means the branch or organization that elects to provide the coverage under this Policy for its members or participants.

Policy Effective Date means the date this Policy takes effect as shown on the face page.

Pre-existing Condition means a disease or physical condition for which the Covered Person received medical advice or treatment in the 12 month period before the Covered Person's coverage became effective under the Policy.

Prosthetic Device means an artificial device to replace, in part or in whole, a leg, an arm, or an eye.

Schedule of Benefits means the outline of the: Coverages and Benefits provided by this Policy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the Schedule of Benefits has been satisfied.

Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

Termination of Insurance

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid subject to the Grace Period;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

Extension of Benefits

We will extend benefits under the Policy for 3 months after a Covered Person's coverage would otherwise end if on that date he or she is:

1. confined in a Hospital for a Covered Injury; and
2. under a Physician's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Schedule of Benefits.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement, or if the Insured has died or become incapacitated, a copy of the written statement is given to his or her beneficiary or representative.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Misstatement of Age

If the age of the Covered Person has been misstated, We will adjust the benefits under this Policy to those that would be applicable at the correct age.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void except assignments of benefits to a physician or other health care provider who provides health care services to the Covered Person.

Incontestability

The validity of this Policy may not be contested after the Policy has been in force for two years after its date of issue. In the absence of fraud, a statement made by a Covered Person relating to the Covered Person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made: a) after the insurance has been in force before the contest for two years during the Covered Person's lifetime; and b) unless the statement is contained in a written instrument signed by the Covered Person making the statement.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to reasonably cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Notice of Acceptance/Rejection of Claim

We will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required to secure final proof of loss.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than benefits for loss of time not later than the 60th day after the date We receive written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits payable under this Policy for loss of time will be paid monthly during the period for which We are liable, and any balance remaining unpaid at the end of that period will be paid as soon as possible after We receive written or authorized electronic proof of loss.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Insured or the Insured's assignee.

If We are to pay benefits to the estate or to a person who is a minor or otherwise not competent to give a valid release, We may pay benefits to such Covered Person's parent, guardian, or other person actually supporting the Covered Person.

The Insured may assign all or a portion of any benefits provided by the Policy for dental care services to the dentist providing the services. In the case of such an assignment, We will pay benefits directly to the dentist designated.

We will repay the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for a Covered Person if, under the Policy, the Covered Person is entitled to payment for the medical expenses.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or

7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

CONDITIONS OF COVERAGE

This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

POLICYHOLDER COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only within the United States, Canada and Mexico and only directly and without interruption;

1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier providing transportation to the site of the Covered Activity or by a private passenger automobile driven by an adult with a valid drivers' license.

Travel Coverage for Overnight Covered Activities Covered Travel also includes travel by any common carrier providing transportation to a Covered Activity within the United States, Canada or Mexico when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, Canada or Mexico will be covered only if We have agreed to it in writing.

Exclusions This coverage will not be in effect during

1. the Covered Person's Personal Deviation; or
2. during travel to any Covered Activity that takes place outside the United States, Canada and Mexico unless we have agreed to provide it in advance.

Other exclusions that apply to this coverage are in the *Common Exclusions* section.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereof while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle except a golf *cart or any other vehicle We specifically agree to cover* not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States, Canada or Mexico;
12. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
13. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
14. voluntary ingestion of any: narcotic; drug; poison; gas; or fumes; unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
15. injuries compensable under Workers' Compensation law or any similar law;
16. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

We will not pay benefits for:

17. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.
18. A Covered Person's Covered Loss if:
 - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
 - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Benefit Plan Benefits

When another Health Benefit Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Benefit Plan whether or not claim has been made for benefits it provides.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* or the amount the other Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones; operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center
4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; and ramps and installation costs ; eyeglasses and hearing aids.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and

2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

We will pay Covered Expenses Incurred for dental treatment by a noncontracting provider dentist the same as We will pay Covered Expenses Incurred for dental treatment by a contracting provider dentist.

Prosthetic Devices

We will pay Covered Expenses Incurred for prosthetic devices, components of prosthetic devices, and repairs of prosthetic devices.

Orthotic Devices

We will pay Covered Expenses Incurred for the purchase, repair or replacement of an Orthotic Device required as a result of a Covered Accident.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Home Health Care

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by a Home Health Care Agency, for the maximum number of Visits as shown in the *Schedule of Benefits* for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with the Covered Person's discharge placement through a rehabilitation facility approved by his Physician and by Us;
4. nutritional counseling; and
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health Care services must be preceded by a Minimum Hospital Stay and must begin within the specified number of consecutive days of discharge from a Hospital. The Minimum Hospital Stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits*.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or

PI-AH-BL-NSP001 (TX)

- administration of blood.
2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident.
 3. Any elective or routine: treatment; surgery; health treatment; or examinations; including any service, treatment or supplies that are (a) deemed by Us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
 4. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
 5. Rest cures or custodial care.
 6. Repair or replacement of: existing dentures; partial dentures; braces; or bridgework.
 7. Personal services such as television and telephone, or transportation.
 8. Expenses paid by any automobile insurance policy without regard to fault.
 9. Services or treatment provided by an infirmary operated by the Policyholder or Subscriber.
 10. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
 11. Treatment or service provided by a private duty nurse.
 12. Treatment of hernia of any kind.
 13. Treatment of a Pre-existing condition as defined herein.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Administrative Office: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
800-873-4552

***IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2011)***

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (“the Association”) administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder’s state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder’s state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.texas.gov

PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Indemnity Insurance Company ("PIIC" or "We") value(s) your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law. This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be disclosed. This does not reflect a change in the way we do business or handle your information.

INFORMATION THAT WE COLLECT:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties in order to service your policy.

INFORMATION THAT WE DISCLOSE:

We will only disclose the information described above to affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

PROTECTION OF INFORMATION:

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

USE OF COOKIES:

We may place electronic "cookies" in the browser files of your computer when you access this website. Cookies are text files placed on your computer to enable our systems to recognize your browser and to tailor the information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre populate on-line forms with your information. We also use cookies to help us analyze use of our website to understand which areas of our site are most useful to you. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do this, you may not be able to use the full functionality of the website.

YOUR RIGHTS REGARDING YOUR INFORMATION:

You have the right to submit a written request for access to your recorded Personal Information. Within 30 business days of receipt of your request, we must inform you of the nature and substance of your recorded Personal Information, permit you to view and copy it in person, or receive a copy by mail of your recorded Personal Information, and receive names of persons or entities to whom we have disclosed Personal Information about you in the last two years. There are some types of information, however, to which we are not required to give you access. Information collected for the evaluation of a claim, or when the possibility of a lawsuit exists, will not be disclosed. If your records contain medical information, we may ask you to name a licensed medical professional to whom we can send such information so that it may be properly explained. You may be charged a fee if we copy your Personal Information for you.

You have the right to request that we correct, amend or delete any recorded Personal Information that you believe is inaccurate. Within 30 business days of receipt of your request, we will correct, amend or delete the inaccurate recorded Personal Information or notify you the reason(s) that we are unable to make the change. If you disagree with our decision, you have the right to submit a concise statement for your file setting forth the reasons you disagree with us and/or the correct, relevant or fair information. If you request, we will provide you with a summary of our procedures by which you may request correction, amendment or deletion of your recorded Personal Information.

If we use an independent consumer reporting agency or insurance-support organization to prepare a report on you, you have the right to be personally interviewed by them. Information you give during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency or organization may contact you, and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency or insurance-support organization provide you with a copy of the report it makes. Information obtained by a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons. Write us at the address in this notice and we will give you the name and address of any agency or support organization we have used to prepare a report on you so that you can contact them directly to find out more about that report.

CONTACT US: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 ATTN: Chief Privacy Officer

CONSUMER DISCLOSURE AND CONSENT TO RECEIVE ELECTRONIC INSURANCE DOCUMENTS ("CONSENT FORM")

The Philadelphia Insurance Companies (we, us or Company) has been at the forefront of "going green". We even have a staff person whose sole responsibility is to promote "green" initiatives in the company including ways employees can do more to promote "green" such as encouraging employees to volunteer at "green" projects such as building and cleaning parks, planting trees, etc. One major way to "go green" is to cut down on the amount of paper on which insurance policies are printed. You can help our efforts in "going green" by agreeing to receive various insurance documents electronically. An advantage to you is faster delivery of the documents and an easier way to store and search these documents.

But for you to begin receiving the documents electronically, we are required to disclose certain information to you and obtain your consent to receive the documents electronically.

DISCLOSURE STATEMENT

- If you sign this Consent form for electronic delivery, it will apply to insurance policies, endorsements, notices or other related documents ("documents").
- You have the right to withdraw your consent to the electronic delivery of any document or other changes to them at any time by sending an e-mail to the following e-mail address: AH@phly.com. Your withdrawal of consent will be effective 45 days after the date that notice of your withdrawal of consent is received by your agent.
- If you want to change the e-mail address where electronic delivery of documents or other changes to them is to be sent, please send an e-mail containing your new e-mail address for electronic delivery to AH@phly.com. Any such change in your e-mail address where the delivery of such documents is to be sent will be effective 45 days after the date that notice of your new e-mail address is received by us or your agent.
- If you consent to the electronic delivery of the documents or other changes to them, you may request that a paper copy of any such documents also be given to you. Any such request must be made to AH@phly.com. No fee will be charged for this request.
- In order for you to be able to view and retain any such documents, you must have (a) a computer, iPad, or other electronic device that has access to the internet; (b) a valid e-mail address; (c) an operational program installed on your computer, iPad, or other electronic device capable of receiving e-mail; (d) an operational program installed on your computer, iPad, or other electronic device that will permit you to view a document in Adobe Acrobat Reader; and (e) a hard drive, thumb drive, or other device included within or attached to your computer, iPad, or other electronic device to which a document in the above format may be permanently downloaded. We will notify you if these requirements change.

If you sign this Consent form, we will send you an e-mail to the address you provide in the Consent form confirming your acceptance to having the documents described above sent to you electronically at the e-mail address you provided. You must confirm acceptance by responding to the e-mail.

Requesting Paper Copies

We will not send you a paper copy of any communication or document, unless you request it. However, at any time, you may request a paper copy, without charge, of any communication or document provided or made available electronically to you by contacting us as follows:



Mail your request to: Philadelphia Insurance Companies
P O Box 950
Bala Cynwyd, PA 19004-0950
Please include the policy number in your communication.

E-mail your request to: AH@phly.com

You may also obtain a paper copy of any electronic communication we send to you by downloading and printing the document from your computer.

Acknowledging Your Access and Consent to Receive Communications Electronically

To confirm that you are able to access and view documents electronically, please verify that you are able to read and print this electronic disclosure or electronically save this page for future reference or that you are able to e-mail this disclosure and consent to an address where you will be able to print or save it for your future reference and access.

If you consent to receive notices and disclosures exclusively in electronic format in accordance with the terms and conditions described above, please let us know by clicking the "I Accept" button. By clicking the "I Accept" button, you confirm that:

You can access and read this Consent Form. You are able to print it or save it and send it to a place where you can print it and until you notify the Philadelphia Insurance Companies otherwise as described above, you consent to receive written notices, disclosures, authorizations, acknowledgements, communications, and documents exclusively in electronic format during the course of our relationship.

We will send you an e-mail to confirm that you can receive documents electronically at the e-mail address that you provide to us. You will need to confirm receipt of the e-mail by clicking on the link in the e-mail. Once you do that and electronically sign this document, we will begin sending your insurance policies, endorsements and other documents to you electronically by e-mail. And you will have the satisfaction of knowing that you have helped our efforts in "going green".

My e-mail address: _____



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize Building Maintenance to replace the 2-ton HVAC unit at the Kyle WIC building in the amount of \$11,905.18 and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

The 2-ton HVAC unit at the Kyle WIC building has failed and can no longer be repaired. Under contract RFP 2024-P06, SI Mechanical has submitted a proposal to replace the unit with a new 2-ton Trane AHU. Funding has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$11,905.18

Line Item Number: 001-695-00.5719_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$11,906 - Increase Misc. Equipment_Capital 001-695-00.5719_700

(\$11,906) - Decrease Contract Services 001-695-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2024-P06 HVAC - Preventative Maintenance and Repair Services, Countywide

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote

Unit Spec Sheet



Proposal

July 12, 2024

TACLA00045892C
M-40867
BuyBoard# 733-24

To: Hays County Maintenance Department
Attn: Chris Deichman
Re: Hays Co Kyle WIC AHU Changeout

We propose to install the follow **HVAC / PLUMBING** work as outlined below.

Labor	Hours	Rate	Materials & Tools	Rentals / Subcontractors	Incured Cost
Journeyman...	32	\$115.00	Equipment and Materials.. \$5,185.18	Rental(s)..... \$0.00	Hours.... \$ -
Apprentice.....	32	\$95.00	Tools..... \$0.00	Subs/Crane..... \$0.00	Rate..... \$ -
Total.....		\$6,720.00	Total..... \$5,185.18	Total..... \$0.00	Total..... \$ -

HVAC/Plumbing Work: \$11,905.18
Tax 8.25% \$0.00
Total Price \$11,905.18

Scope of Work:

1. Furnish and install (1) 2-ton Trane AHU. Model no: TEM6A0B30H21S
2. Run insulated refrigerant lineset to new unit location.
3. New T-stat included.
4. Re-use existing wall penetration for Refrigerant Lineset. Re-seal with waterproof adhesive.
5. New supply/return main included. Replace damged flex duct and connect to new mains.
6. New unit to be installed in storage closet rather than attic space.
7. Startup unit and verify all operations.
8. Clean up work area.
9. Owner to provide access through ceiling.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind. New disconnect and high voltage to be perfored by others.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work". No sheetrock demo or install included.
8. No structural steel framing or roofing.
9. No temporary facilities or temporary air.
10. No other repairs are in this proposal other then listed above.

We appreciate the opportunity to work with you on your project. This pricing is valid for 30 days from the date on the proposal. If you have any questions, please do not hesitate to give us a call.

Sincerely,

Alec Jasik
Project Manager
210-289-7584
alecj@simechanical.com

Signed: _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

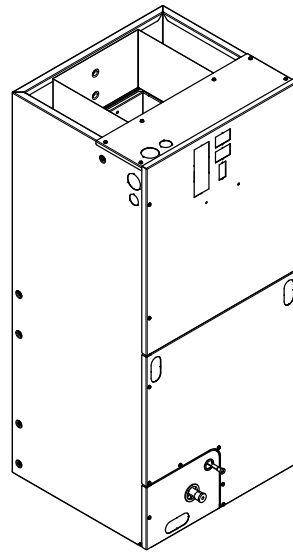
13. S I Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. S I Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. S I Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.

Submittal

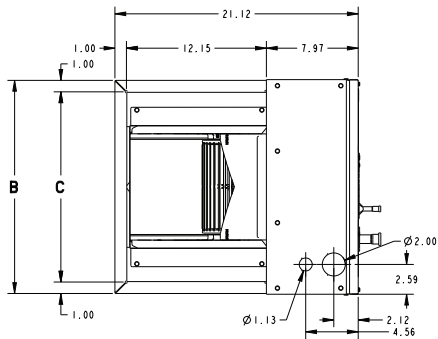
Variable Speed Convertible Air Handler 2-1/2 Ton

TEM6A0B30H21SC



Note: The TEM6 series air handler is designed for installation in a closet, utility room, alcove, basement, crawlspace or attic. These versatile units are applicable to air conditioning and heat pump applications. Several models are available to meet the specific requirements of the outdoor equipment. Field installed electric resistance heaters are available.

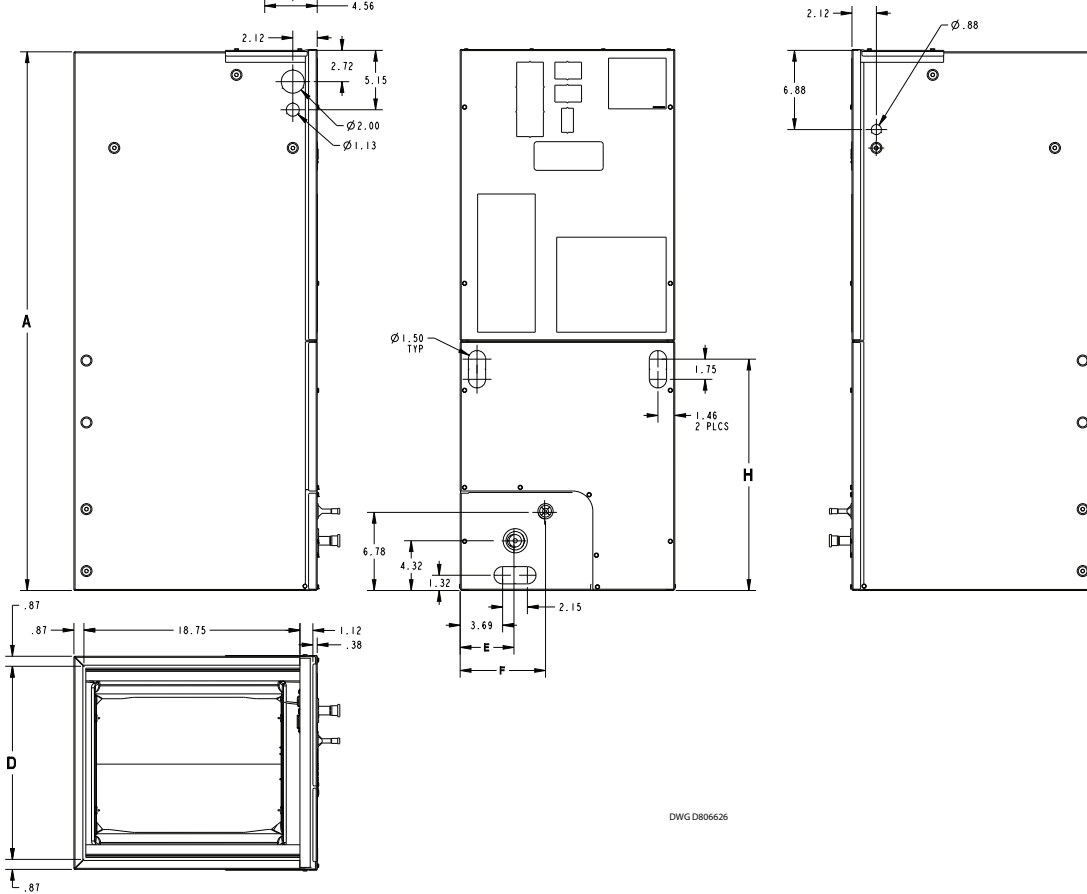
Outline Drawing



MINIMUM UNIT CLEARANCE TABLE	
	SERVICE CLEARANCE (RECOMMENDED)
SIDES	2"
FRONT	21"
BACK	0"
INLET DUCT	1"
OUTLET DUCT	N/A

NOTE: THIS UNIT IS APPROVED FOR INSTALLATION CLEARANCES TO COMBUSTIBLE MATERIAL AS STATED ON THE UNIT RATING NAMEPLATE

ALL DIMENSIONS ARE REFERENCE DIMENSIONS



DWG D806626

PRODUCT DIMENSIONS									
Air Handler Model	A	B	C	D	E	F	H	Flow Control	Gas Line Braze
TEM6A0B30H21SC	46.77	18.50	16.50	16.75	4.68	7.33	20.09	TXV	3/4

All dimensions are in inches

Product Specifications

MODEL	TEM6A0B30H21SC
RATED VOLTS/PH/HZ	208-230/1/60
RATINGS^(a)	See O.D. Specifications
INDOOR COIL — Type	Plate Fin
Rows — F.P.I.	4 - 14
Face Area (sq. ft.)	3.44
Tube Size (in.)	3/8
Refrigerant Control	TXV
Drain Conn. Size (in.) ^(b)	3/4 NPT
DUCT CONNECTIONS	See Outline Drawing
INDOOR FAN — Type	Centrifugal
Diameter-Width (In.)	11 X 8
No. Used	1
Drive - No. Speeds	Direct - 16
CFM vs. in. w.g.	See Fan Performance Table
No. Motors — H.P.	1 - 1/2
Motor Speed R.P.M.	Variable
Volts/Ph/Hz	208-230/1/60

F.L. Amps	4.3
FILTER	
Filter Furnished? ^(c)	No
REFRIGERANT	R-410A
Ref. Line Connections	Brazed
Coupling or Conn. Size — in. Gas	3/4
Coupling or Conn. Size — in. Liq.	3/8
DIMENSIONS	H x W x D
Crated (In.)	48-1/4 x 22-1/2 x 25-1/2
Uncrated	46-3/4 x 18-1/2 x 21-1/8
WEIGHT	
Shipping (Lbs.) / Net (Lbs.)	126/117

^(a) These Air Handlers are A.H.R.I certified with various Split System Air Conditioners and Heat Pumps (AHRI STANDARD 210/240). Refer to the Split System Outdoor Unit Product Data Guides for performance data.

^(b) 3/4" Male Plastic Pipe (Ref: ASTM 1785-76)

^(c) Remote filter required.

Minimum Airflow CFM

TEM6A0B30H21SC		
Heater	Minimum Heater Airflow CFM	
	With Heat Pump	Without Heat Pump
BAYHTR1504BRK, BAYHTR1504LUG BAYHTR1505BRK, BAYHTR1505LUG	660	500
BAYHTR1508BRK, BAYHTR1508LUG	780	600
BAYHTR1510BRK, BAYHTR1510LUG	780	600
BAYHTR1517BRK	1050	850
BAYHTR3510LUG	780	600
BAYHTR3517LUG	900	850

TEM6A0B30H21SC Airflow Performance with Auxiliary Heat				
Airflow Settings	Dip Switch Settings		Nominal Airflow	See following tables for heater application: - Pressure Drop for Electrical Heaters - Minimum Heating Airflow Matrix (on unit nameplates)
	Switch 7	Switch 8		
Low	ON	ON	601	
Med-Lo	OFF	ON	661	
Med-Hi	ON	OFF	781	
High	OFF	OFF	973	

Heater Pressure Drop Table

Airflow CFM	Number of Racks				Heater Racks	
	1	2	3	4	Heater Model	No. of Racks
	Air Pressure Drop — Inches W.G.					
1800	0.02	0.04	0.06	0.14	BAYHTR1504	1
1700	0.02	0.04	0.06	0.14	BAYHTR1505	1
1600	0.02	0.04	0.06	0.13	BAYHTR1508	2
1500	0.02	0.04	0.06	0.12	BAYHTR1510	2
1400	0.02	0.04	0.06	0.12	BAYHTR1517	3
1300	0.02	0.04	0.05	0.11	BAYHTR3510	3
1200	0.01	0.04	0.05	0.10	BAYHTR3517	3
1100	0.01	0.03	0.05	0.09	BAYHTR1523	4
1000	0.01	0.03	0.04	0.09	BAYHTR1525	4
900	0.01	0.03	0.04	0.08		
800	0.01	0.03				
700	0.01	0.02				
600	0.01	0.02				

Subcooling Adjustment

System Matched with:	Indoor Unit Model No.	Outdoor Model No.	Subcooling
16 SEER HP — 2 ton	TEM6A0C36H31	4TWR6024H1000A 4TWX6024H1000A 4A6H6024H1000A	13 Degrees
15 SEER HP — 2 ton	TEM6A0B24H21 TEM6A0B30H21	4TWR5024G1000A 4A6H5024G1000A	14 Degrees
15 SEER HP — 3 ton	TEM6A0B30H21 TEM6A0C36H31 TEM6A0C42H41	4TWR5036G1000A 4A6H5036G1000A	14 Degrees
All other matches must be charged per the nameplate charging instructions			

Performance and Electrical Data

Table 1. Air Flow Performance

TEM6A0B30H21SC COOLING AIRFLOW PERFORMANCE, WET COIL, NO FILTER, NO HEATER												
OUTDOOR UNIT SIZE (TONS)	SPEED SETTING	AIRFLOW SETTING	DIP SWITCH SETTING				AIRFLOW POWER	EXTERNAL STATIC PRESSURE				
			SW1	SW2	SW3	SW4		0.1	0.3	0.5	0.7	0.9
1.5	LOW	353 CFM/ton	ON	ON	OFF	ON	CFM Watts	533 52	497 78	461 104	425 130	390 157
	NORMAL	401 CFM/ton	ON	ON	OFF	OFF	CFM Watts	611 65	580 95	548 125	517 155	486 185
	HIGH	451 CFM/ton	ON	ON	ON	OFF	CFM Watts	684 81	668 115	644 148	611 182	570 215
2	LOW	343 CFM/ton	OFF	ON	OFF	ON	CFM Watts	687 82	672 115	648 149	614 182	571 215
	NORMAL	390 CFM/ton	OFF	ON	OFF	OFF	CFM Watts	789 104	798 145	780 183	735 216	663 246
	HIGH	439 CFM/ton	OFF	ON	ON	OFF	CFM Watts	884 135	887 177	882 230	845 274	751 290
2.5	LOW	300 CFM/ton	ON	OFF	OFF	ON	CFM Watts	752 92	749 123	729 167	691 211	636 241
	NORMAL	340 CFM/ton	ON	OFF	OFF	OFF	CFM Watts	859 128	861 172	863 211	830 242	727 268
	HIGH	383 CFM/ton	ON	OFF	ON	OFF	CFM Watts	963 172	973 223	995 263	967 291	844 308
3	LOW	310 CFM/ton	OFF	OFF	OFF	ON	CFM Watts	913 119	947 172	962 233	938 297	883 364
	NORMAL ^(a)	330 CFM/ton	OFF	OFF	OFF	OFF	CFM Watts	967 138	1004 194	1022 258	1000 326	947 397

^(a) Factory Default Setting

Table 2. Air Flow Performance

TEM6A0B30H21SC HEATING AIRFLOW PERFORMANCE, NO FILTER, NO HEATER												
OUTDOOR UNIT SIZE (TONS)	SPEED SETTING	AIRFLOW SETTING	DIP SWITCH SETTING				AIRFLOW POWER	EXTERNAL STATIC PRESSURE				
			SW1	SW2	SW3	SW4		0.1	0.3	0.5	0.7	0.9
1.5	LOW	394 CFM/ton	ON	ON	OFF	ON	CFM Watts	599 58	571 88	539 117	502 146	462 175
	NORMAL	448 CFM/ton	ON	ON	OFF	OFF	CFM Watts	680 72	665 109	641 145	610 178	572 209
	HIGH	493 CFM/ton	ON	ON	ON	OFF	CFM Watts	748 89	746 118	682 163	545 208	326 240
2	LOW	393 CFM/ton	OFF	ON	OFF	ON	CFM Watts	785 97	790 128	773 175	735 223	674 253
	NORMAL	446 CFM/ton	OFF	ON	OFF	OFF	CFM Watts	904 131	902 179	912 219	894 253	809 281
	HIGH	491 CFM/ton	OFF	ON	ON	OFF	CFM Watts	980 167	972 216	990 268	974 308	863 324
2.5	LOW	350 CFM/ton	ON	OFF	OFF	ON	CFM Watts	866 125	870 162	866 215	833 263	750 286
	NORMAL	398 CFM/ton	ON	OFF	OFF	OFF	CFM Watts	995 171	988 222	1005 271	986 309	872 325
	HIGH	437 CFM/ton	ON	OFF	ON	OFF	CFM Watts	1099 220	1086 274	1098 328	1065 362	918 353
3	LOW	325 CFM/ton	OFF	OFF	OFF	ON	CFM Watts	953 133	990 188	1007 251	985 318	931 389
	NORMAL ^(a)	346 CFM/ton	OFF	OFF	OFF	OFF	CFM Watts	1010 154	1049 212	1066 279	1047 350	1000 426

^(a) Factory Default Setting

1. See Product Data or Air Handler nameplate for approved combinations of Air Handlers and Heaters.
2. Heater model numbers may have additional suffix digits.

Table 3. Electrical Data

TEM6A0B30H21SC HEATER DATA											
Heater Model No.	No. of Circuits/ Phases	240 Volt					208 Volt				
		Capacity		Heater Amps per Circuit	Minimum Circuit Ampacity	Maximum Overload Protection	Capacity		Heater Amps per Circuit	Minimum Circuit Ampacity	Maximum Overload Protection
		kW	BTUH				kW	BTUH			
No Heater				4.3 *	5	15			4.3 *	5	15
BAYHTR1504BRK BAYHTR1504LUG	1/1	3.84	13100	16.0	25	25	2.88	9800	13.8	23	25
BAYHTR1505BRK BAYHTR1505LUG	1/1	4.80	16400	20.0	30	30	3.60	12300	17.3	27	30
BAYHTR1508BRK BAYHTR1508LUG	1/1	7.68	26200	32.0	45	45	5.76	19700	27.7	40	40
BAYHTR1510BRK BAYHTR1510LUG	1/1	9.60	32800	40.0	55	60	7.20	24600	34.6	49	50
BAYHTR1517BRK Circuit 1 ^(a)	2/1	9.60	32800	40.0	55	60	7.20	24600	34.6	49	50
BAYHTR1517BRK Circuit 2		4.80	16400	20.0	25	25	3.60	12300	17.3	22	25
BAYHTR3510LUG	1/3	9.60	32800	23.1	34	35	7.20	24600	20.0	30	30
BAYHTR3517LUG	1/3	14.40	49100	34.6	48	50	10.80	36900	30.0	42	45

* = Motor Amps

^(a) MCA and MOP for circuit 1 contains the motor amps

Features and Benefits

- Painted metal cabinet with captured foil face insulation
- 2% or less air leakage
- R-4.2 Insulating Value
- Multi-Position UP/Down Flow, Horizontal Left /Right
- ALL Aluminum Coil
- Electric Heaters with polarized plug connections (sold as accessory)
- R-410A Thermal Expansion Valve
- Variable Speed ECM Motor
- Low Voltage Pigtail Connections
- Draw Through Design
- Horizontal Drain Pan
- Single Color
- Fused 24V Power
- **3 year warranty**
- **10-year warranty registered**
- **Optional extended warranty available**

About Trane and American Standard Heating and Air Conditioning

Trane and American Standard create comfortable, energy efficient indoor environments for residential applications. For more information, please visit www.trane.com or www.americanstandardair.com.



The manufacturer has a policy of continuous data improvement and it reserves the right to change design and specifications without notice. We are committed to using environmentally conscious print practices.

TEM6A0B30-SUB-1F-EN 09 Mar 2022
Supersedes TEM6A0B30-SUB-1E-EN (April 2020)

©2022



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a Security One, Inc. work order in the amount of \$533.00 for the installation of an external antenna and cable extension at the Yarrington location. **INGALSBE/T.CRUMLEY**

Summary:

Security One connection to the Yarrington Building for fire and security alarms continually drop due to poor signal strength. Security One would like to install an external antenna and cable extension to help boost the cell communicator signal pursuant to the Master Service Agreement. Funding for this has been identified in the Building Maintenance FY24 operating budget.

Fiscal Impact:

Amount Requested: \$533

Line Item Number: 001-695-00.5451

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Master Service Agreement, Commissioners Court approval 5.21.24

Auditor's Office

G/L Account Validated Y/N?: Yes, Building Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Security One - Work Order

Security One, Inc
 716 W. Byrd Blvd
 Universal City, TX 78148
 210-341-8900



WORK ORDER

NAME Hays County Rd and Bridge Dept PHONE 512-393-2150
 ADDRESS 2171 Yarrington Rd
 CITY San Marcos TEXAS 78666
 BILLING # 805323-03 CSID # 56-15-2432 Tax Exempt
 DATE May 1, 2024 Chargeable Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope of Work:
 Fire Alarm Work
 Add external antenna and cable extension to boost cell communicator signal due to poor signal strength inside building. Includes parts and labor.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	External Antenna	\$275.00	\$275.00
1	Antenna Extension Cable	\$258.00	\$258.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$533.00
		Tax	\$0.00
		TOTAL	\$533.00

Customer Acceptance _____

Security One, Inc. _____

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU. Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001

**Hays County Commissioners Court**

Date: 07/30/2024

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize a waiver to the purchasing policy to obtain three quotes and the execution of a Dunn Wright Heating and Cooling estimate in the amount of \$43,000.00 for the replacement of Computer Room Air Conditioning (CRAC) Unit #3 located at the Government Center and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

The Computer Room Air Conditioning (CRAC) Unit #3 at the Government Center has failed. A replacement is required in order to maintain and regulate the temperature and humidity levels in the IT server room. Building Maintenance secured a quote from SI Mechanical under RFP 2024-P06 in the amount of \$56,858.00. Per the RFP contract, we are allowed to request quotes from other vendors for any quoted work that exceeds \$10k. Therefore, a second quote was secured from another vendor in an effort to get the best price. The second quote is from Dunn Wright Heating and Cooling, and they submitted a quote for the replacement in the amount of \$43,000. Countywide Operations is requesting a waiver to the purchasing policy requiring three quotes due to the immediate need of the replacement.

Fiscal Impact:

Amount Requested: \$43,000

Line Item Number: 170-657-00.5719_700

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommend utilizing the Infrastructure Improvement Fee Fund for this unanticipated equipment replacement.

\$43,000 - Increase Misc. Equipment_Capital 170-657-00.5719_700

(\$43,000) - Decrease Misc. Capital Improvements 170-657-00.5741

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: waiver to the purchasing policy to obtain three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dunn Wright Quote

SI Mechanical Quote



150 Meadow Path
 New Braunfels, TX 78130
 (830) 500-0615
 info@dwaire.com

CRAC unit #3 e GC.

2nd Bid

Estimate

ESTIMATE#	1046075859
DATE	06/19/2024
PO#	

CUSTOMER
Hays County 712 South Stagecoach Trail San Marcos TX 78666 (512) 554-9261

SERVICE LOCATION
Hays County 712 South Stagecoach Trail San Marcos TX 78666 (512) 554-9261

DESCRIPTION	Project Overview
	<p>This proposal outlines the steps and considerations for replacing CRAC Unit 3 at the Hay County government center. The replacement involves removing the old unit and installing a new one, ensuring minimal disruption to the data room and overall operation.</p> <p>Scope of Work</p> <p>1. Pre-Installation Preparation:</p> <ul style="list-style-type: none"> * Refrigerant Recovery: Safely recover and store refrigerant from the existing unit. * Power Disconnection: Turn off high voltage power sources to both the air handler and condenser unit. <p>2. Removal of Old Units:</p> <ul style="list-style-type: none"> * Air Handler: Disconnect the air handler and use a lift to lower it down safely. * Condenser Unit: Disconnect the condenser unit and use a crane to remove it from the rooftop. <p>3. Installation of New Units:</p> <ul style="list-style-type: none"> * Air Handler: Use a lift to position the new air handler. Support it with the existing supports, modifying them if necessary. * Condenser Unit: Use a crane to set the new condenser unit on the rooftop. <p>4. Reconnection and Integration:</p> <ul style="list-style-type: none"> * Duct Connections: Reconnect to the supply and return air ducts. * Copper Lines: Reconnect existing copper lines. * Wiring: Wire up high voltage and control voltage wiring. <p>5. Additional Installations:</p> <ul style="list-style-type: none"> * Condensate Pump: Install a new condensate pump and connect the discharge to the existing drain pipe. * Controller/Thermostat: Mount a new controller/thermostat inside the data room. <p>6. Final Steps:</p> <ul style="list-style-type: none"> * Vacuum and Refrigerant Charge: Pull a vacuum on the refrigerant circuit and charge it with refrigerant. * Insulation: Replace sun-damaged insulation on the suction line. * Mounting and Testing: Mount the condenser unit to the pedestals, start the new unit, and test for proper operation. <p>Project Considerations</p> <ul style="list-style-type: none"> * Lead Time: Please note a six-week lead time for equipment delivery after the order is placed. * Drop Ceiling Access: The project does not include removal or reinstallation of the drop ceiling to access the air handler. This task will need to be handled separately. * Safety Protocols: Ensure all safety protocols are followed, including proper handling and disposal of refrigerants and secure lifting procedures. <p>Estimated time to complete job will be 40 hrs.</p>

Estimate

Description	Qty	Rate	Total
5 ton, Liebert, Computer Room Air Conditioner			43,000.00
5 Ton, Liebert, Split System, CRAC Unit 3			

CUSTOMER MESSAGE

Estimate Total: \$43,000.00

PRE-WORK SIGNATURE

Signed By:



PO Box 1589 • Buda, Texas • 78610
Office (512) 593-6001

PROPOSAL

June 7, 2024

TACLA00045892C
M-40866

To: Hays County
Attn: Chris D.

Re: CRAC Unit #3 Replacement @ GC

We propose to install the follow HVAC work as outlined below per RFP 2024-P06 HVAC - Maintenance & Repair Services Countywide Contract.

Labor	Hours	Rate	Materials & Tools	Rentals	Subcontractors / Crane			
Tech(s).....	48	\$115.00	Materials.....	\$36,272.40	Rental(s).....	\$0.00	Subcontractor(s)....	\$1,250.00
Hepler(s)...	48	\$95.00	Markup @ 25%....	\$9,068.10	Markup @ 15%..	\$0.00	Markup @ 15%.....	\$187.50
Total.....		\$10,080.00	Total.....	\$45,340.50	Total.....	\$0.00	Total.....	\$1,437.50

HVAC Work \$ 56,858.00
 Tax 8.25% \$ -
 Total Price \$ 56,858.00

Scope of Work:

1. Furnish and install: (1) Liebert MiniMate 5-Ton CRAC Unit, (1) Condensate pump, (2) Galvanized Sheetmetal Flex Connection & Transition, (10') Type-L Copper, and Misc. Supplies and Fittings.
2. Lock-out, Tag-out & Deenergize energy source.
3. Recover refrigerant, disconnect lines, and remove condenser (from roof via crane) & air hander (from above ceiling).
4. Install new Liebert MiniMate CRAC condenser and air handler in existing locations.
5. Reconnect all line, pressure test system, and check for leaks.
6. Evacuate to 500 microns and charge unit with new refrigerant.
7. Startup unit and verify all operations.
8. Clean up work area.

Note: New unit will come precharged with refrigerant. If additional refrigerant is needed due to length of line set, it will be an additional cost of \$45 per lbs of R410A.

Bid Clarifications:

1. No Payment or Performance Bonds
2. No sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. No painting of duct or anything else.
6. No cutting and patching.
7. No temporary facilities or temporary air.
8. No fire alarm or smoke detectors.
9. No concrete work.
10. No roofing.
11. No structural steel framing
12. No ceiling removal
13. Professional Engineering, Design Intent and Delegated Design is strictly excluded.

Note: New unit includes extended 2nd thru 5th year compressor warranty and standard 1st year parts and labor coverage.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

SI MECHANICAL, LLC

Josh Abbott
512-593-6001



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Mike Jones

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item:

Approve out-of-state travel for William Baumann GIS Specialist with the Office of Emergency Services to attend the Tyler Technologies Fall Advisory Board Meetings on September 10-13, 2024 in Troy, Michigan and amend the budget accordingly. **INGALSBE/SHELL/MIKE JONES**

Summary:

Out-of-state travel is needed to send William Baumann to attend the Tyler Advisory Board Meeting on September 10-13, 2024 in Troy, Michigan. William is a member of the Tyler New World Advisory Board.. Funding for travel expenses, including airfare, hotel, meals, and rental car will be paid for by the Office of Emergency Services existing funds.

Fiscal Impact:

Amount Requested: \$1,500 (estimate)

Line Item Number: 001-656-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,500 - Increase Continuing Education 001-656-00.5551

(\$1,500) - Decrease Software Maintenance 001-656-00.5429

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: travel expenses must follow purchasing policy guidelines

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Tyler Advisory

<Connie.Warner@tylertech.com>; Pennala, DJ <DJ.Pennala@tylertech.com>

Subject: Fall 2024 Advisory Group Meetings

Some people who received this message don't often get email from amanda.stierman@tylertech.com. [Learn why this is important](#)
Hello Advisory Group Members!

This email holds important information regarding our **Fall Advisory Groups for 2024** and includes To Do items for you. Here's your at-a-glance To Do list from this email:

TO DO

1. Respond by **August 16th, 2024** with an RSVP for attendance. Earlier is better!
2. Book your hotel. We have a block of rooms available at The Embassy, listed below. You can also choose a different hotel in the area if you prefer. Our block rate is good until Monday, August 13th, 2024 – please make sure you book before the deadline to secure the block rate. You can book using [this link](#).
3. As usual ... get excited for our conversations! We encourage you to reach out to your individual Advisory Group leader with ideas and suggestions for what you want to talk about at the Fall Advisory Groups.

DATES

- All groups will be meeting on **September 11th** and **September 12th** (Wednesday/Thursday).
- Group specific agendas will be handled by the Advisory Group Leads.

FOOD/BEVERAGE

- Breakfast is included at The Embassy (below) and will not be served at Tyler Technologies.
- Tyler offers a complimentary selection of fountain soda (Coke products), tea, and coffees. Additional beverages are available for purchase.
- Tyler Technologies will provide lunch on Wednesday and Thursday.
- An appreciation dinner event will be hosted Wednesday evening, with specific information to follow!
- I will send a follow up email once we have the menu for lunches and appreciation dinner menu set.

INFO

- Meetings will be held at our Troy, MI offices: 840 W Long Lake, Troy MI 48098.
 - We will have greeters in the office on the days of the meetings to help ensure you get to the right rooms.
 - CAD will be in Grand River, on the 4th Floor
 - Data will be in Lake Charlevoix, on the 5th Floor
 - Fire will be in Mackinac Island, on the 3rd Floor
 - GIS will be in Great Lakes, on the 5th Floor
 - Mobile will be in Education B, on the 1st Floor
 - RMS will be in Education A, on the 1st Floor

HOTEL

This year we have secured a block rate with Embassy Suites of \$169.00 per night that you can book through [this link](#). Our block is available for the nights of Tuesday, September 10th, Wednesday, September 11th, and Thursday, September 12th. If you need dates outside of these you will need to contact Embassy Suites for additional nights. Please make your reservation with Embassy Suites by **Monday, August 13th 2024** to secure the block rate. The Embassy Suites also offers a lower rate to Government officials. To get the rate they will require a government photo ID at check in. You can access the government rate, if applicable, through their standard booking page [here](#) and clicking on "Special Rates".

If you prefer a different hotel there are others in the area and you are welcome to book at a different hotel.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to accept a proposal from ESRI Indoor Mapping; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Office of Emergency Services requests approval to process payment of \$3,921.23 for ESRI Indoor Mapping with existing funds for the prorated amount due for FY24.

Fiscal Impact:

Amount Requested: \$3,921.23

Line Item Number: 001-656-00.5429

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$3,922 - Increase Software Maintenance 001-656-00.5429

(\$3,922) - Decrease Software_Capital 001-656-00.5718_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D)

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

ESRI Quote

Discretionary Exemption Certification



Quotation # Q-525055

Date: June 20, 2024

Customer # 15381 Contract # ENTERPRISE AGREEMENT

County of Hays
Development Services Dept
2171 Yarrington Rd Ste 100
Kyle, TX 78640-6657

ATTENTION: Will Baumann
PHONE: (512) 393-2160
EMAIL: will.baumann@co.hays.tx.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/20/2024 To: 9/18/2024

Material	Qty	Unit Price	Total
181071	1	\$11,450.00	\$11,450.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription			

Subtotal:	\$11,450.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$11,450.00

The licenses will be pro-rated at time of order to match your existing ArcGIS Online term end date. The estimated pro-rated value from 6/21/24 to 10/23/24 is approximately \$3921.23.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Erin Fair	Email: efair@esri.com	Phone: (909) 793-2853 x1263
--	---------------------------------	---------------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FAIRE

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-525055

Date: June 20, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 15381 Contract # ENTERPRISE AGREEMENT

County of Hays
Development Services Dept
2171 Yarrington Rd Ste 100
Kyle, TX 78640-6657

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/20/2024 To: 9/18/2024

ATTENTION: Will Baumann
PHONE: (512) 393-2160
EMAIL: will.baumann@co.hays.tx.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Erin Fair	Email: efair@esri.com	Phone: (909) 793-2853 x1263
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FAIRE

This offer is limited to the terms and conditions incorporated and attached herein.



HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012 • San Marcos, Texas 78666

512-393-2267 • purchasing@co.hays.tx.us

Hays County Commissioners Court
Environmental Systems Research Institute, Inc. (ESRI)
July 30, 2024

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the Hays County Emergency Services and Purchasing Office recognizes Environmental Systems Research Institute, Inc. (ESRI) as a sole source provider to provide captive replacement parts or components for use of ESRI ArcGIS products and services countywide.

A handwritten signature in blue ink that reads "Stephanie Hunt".

Stephanie Hunt
Purchasing Agent



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services Community Emergency Response Team (CERT) to utilize \$1,279.00 in training savings to purchase 1 Ruth Lee Training Manikin from CPR Savers and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The Community Emergency Response Team is requesting court approval to utilize these funds to purchase 1 Ruth Lee Fire/Rescue Gen 2 standard training manikin (110 lbs) to use during CERT training and continuing education classes.

Fiscal Impact:

Amount Requested: \$1,279.00

Line Item Number: 001-656-98-313.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,279 - Increase Misc. Equipment_Operating 001-656-98-313.5719_400

(\$1,279) - Decrease Continuing Education 001-656-98-313.5551

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Obtained three quotes

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Manikin

Skip to Order Summary Skip to Billing Information Skip to Shipping Information Skip to Shipping Method Skip to Choose one payment method




DISCLAIMER: Shipping costs for international orders must be verified by an agent; we will contact you to collect any additional charges.



\$1,279.00

[Edit Cart \(/view_cart.asp\)](#)

Order Summary

 (Ruth-Lee- FireRescue-Duty-GEN2- Training-Manikin- Infant-through-Very- Heavy-Adult- Options_p_2928.html)	Ruth Lee Fire/Rescue Duty GEN2 Training Manikin (Infant through Very Heavy Adult Options) Size Options: Standard Adult (110 lbs) (Ruth-Lee- FireRescue-Duty-GEN2-Training-Manikin-Infant- through-Very-Heavy-Adult-Options_p_2928.html) \$1,125.00	\$1,125.00
1		

APPLY COUPON

If you have a promotion code enter it here.

[Apply](#)

Subtotal	\$1,125.00
Shipping	\$154.00
Taxes	\$0.00
TOTAL	\$1,279.00

OPTIONAL CHECKOUT WITH

CUSTOMER EMAIL

* Email

Remember me! Create my CPR Savers & First Aid Supply account.

Shopped with us before? [LOG IN TO YOUR ACCOUNT](#)

BILLING INFORMATION

* Kristen

FREE BAG O'ROPE WITH ALL ORDERS OVER \$499. USE CODE "LUCKY" AT CHECKOUT.

FREE SHIPPING ON ORDERS OVER \$99



Search for Products, Categories or Brands

Home / Training / Manikins / Ruth Lee Technical Rescue Manikin - GEN2

RUTH LEE

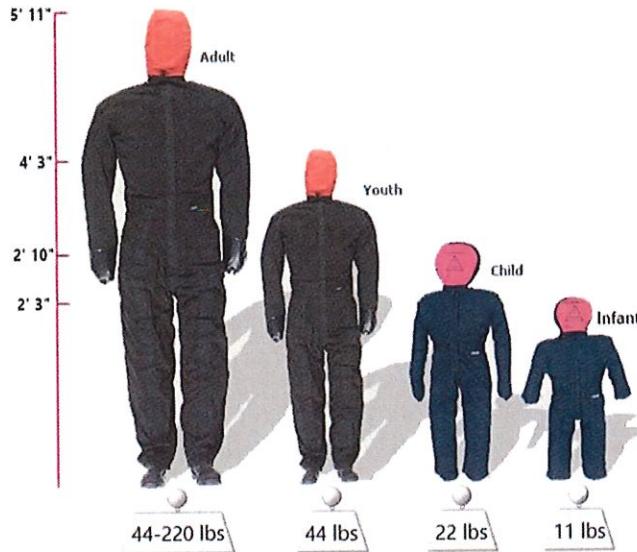
Ruth Lee Technical Rescue Manikin - GEN2

\$1,550.00

★★★★★ 1 Review

SKU: FRDM-110lb

UPC: - None -



SIZE: (Required)

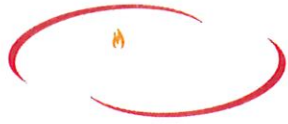
110 lbs

QUANTITY:

Ships In 21 Days

ADD TO CART

Add to Wish List ▾



Show order summary ▼

\$1,343.09

Express checkout



amazon pay

Show more options ▼

OR

Contact

[Log in](#)

Email or mobile phone number
kristen.jones@co.hays.tx.us

Email me with news and offers

Delivery

Country/Region
United States ▼

First name
Kristen

Last name
Jones

Company (optional)
Hays County q



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T. CRUMLEY/PACHECO

Sponsor:

Commissioner Smith

Agenda Item

Authorize the execution of a contract amendment to the Texas Water Development Board, Flood Infrastructure Fund grant contract. **SMITH/T.CRUMLEY/PACHECO**

Summary

Due to delays with the updated hydrology study being conducted by the City of Austin, the completion of the Hays County portion of the Onion Creek watershed study will be delayed. This study is being funded by a Flood Infrastructure Fund grant through the Texas Water Development Board. This grant amendment changes the contract expiration date from October 1, 2024 to August 30, 2026 to allow for the work to be completed. There is no change to the grant award amount or deliverables required. The contract was originally executed on June 28, 2021.

Grant Number G1001285

Attachments

Amendment 2

STATE OF TEXAS

TWDB Commitment No. G1001285

TRAVIS COUNTY

TEXAS WATER DEVELOPMENT BOARD

and

HAYS COUNTY

AMENDMENT NO. 2

This Contract made and entered on June 28, 2021, and subsequently amended on December 14, 2022, is hereby amended as follows:

1. Section I, Article I, DEFINITIONS, Items 12 and 13 are amended to read as follows:

12. PROJECT COMPLETION DATE – December 31, 2025.

13. CONTRACT EXPIRATION DATE – August 30, 2026.

All other terms and conditions of the TWDB Contract for Commitment No. G1001285 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

HAYS COUNTY

By: _____
Bryan McMath
Interim Executive Administrator

By: _____
Judge Ruben Becerra
Hays County Judge

Date: _____

Date: _____



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T. CRUMLEY/JONES

Sponsor:

Judge Becerra

Agenda Item

Authorize the execution of grant documents associated with the Texas Department of Emergency Management, State Public Assistance, Windy Duece Fire program. **BECERRA/T.CRUMLEY/JONES**

Summary

Texas Intrastate Fire Mutual Aid System is offering reimbursement for Will Bauman (GIS Specialist - Office of Emergency Management) who traveled to assist with the Windy Duece Fire Situation in the panhandle. Reimbursement will be completed through the Texas Department of Emergency Management (TDEM). Grant Terms and Conditions must be signed in order to move forward.

Attachments

Reimbursement Guide
Terms and Conditions



STATE MUTUAL AID REIMBURSEMENT GUIDE



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Mutual Aid Reimbursement Guide

January 24, 2023

Purpose

The purpose of this document is to outline how the Texas Division of Emergency Management (TDEM) will reimburse local responding entities, state agencies and other entities for accepting and responding to state-assigned mutual aid missions. A state-assigned mutual aid mission occurs when a request for assistance is routed through the State Operations Center (SOC). If the SOC assigns one or more responding entities to fulfill the request, this document will guide them through completing and submitting a reimbursement claim to TDEM. These missions may be for in-state or out-of-state assignments.

Authority

This document was created in alignment with *Texas Government Code Chapter 418, Section 418.118 and Texas Government Code Chapter 778, Article IX. Section 418.118* states that if TDEM requests assistance from an entity, TDEM shall reimburse that entity their actual costs and further states “A request for reimbursement made to the division must be made in accordance with the procedures developed by the division.”

Introduction

All eligible expenses submitted in a reimbursement claim will be audited, authorized, and funded through TDEM. TDEM will review all items based on the responding entities’ local policies in place at the time of deployment. Eligible expenses include labor, travel, equipment usage, and other costs specifically related to the state-assigned mission. All expenses must include backup documentation to substantiate the amount claimed, show that it was mission-required, and subsequently paid for by the responding entity. Any documentation that has been edited or written over must include an explanation for the edit.

For out-of-state deployments through the Emergency Management Assistance Compact (EMAC), documentation and timeline requirements may differ. TDEM will notify responding entities of any additional guidance for these deployments as soon as possible.

Submission Information

Upon notification of a state mission assignment, TDEM will contact the responding entity with an initial guidance email. This email will include any deadlines, mission-specific reimbursement guidance, and all forms required to submit a complete and accurate reimbursement claim to TDEM. For deployments out-of-state or that involve unusual circumstances, the reimbursement process might be different. TDEM will communicate this information to the responding entities as soon as the information becomes available.

All requests for reimbursement shall be submitted electronically through the TDEM Grant Management System (GMS) located at <https://grants.tdem.texas.gov/> along with the

appropriate backup documentation to support the reimbursement claim. Reimbursement forms and training videos are available at <https://tdem.texas.gov/reimbursement> on the TDEM website and, will be included in the initial email, or available upon request to the State Disaster Reimbursement Section (SDRS) of TDEM.

Additional training for completing the reimbursement workbook and/or submitting reimbursement claims into the GMS system are available upon request through the SDRS points of contact listed below.

Submission Points of Contact

Main Contact

Name: State Disaster Reimbursement Section

Email: SDRS@tdem.texas.gov

Unit Chief

Name: Mary Medina

Phone: 512-348-5842

Email: mary.medina@tdem.texas.gov

Section Chief

Name: William Doyle

Phone: 512-647-9344

Email: william.doyle@tdem.texas.gov

Division Chief

Name: Sherri LaCour

Phone: 737-703-8199

Email: sherri.lacour@tdem.texas.gov

Submission Timeline

General Timeline

Responding entities will have ninety (90) calendar days from the date of demobilization to submit for reimbursement. Entities may not be eligible for reimbursement once 120 calendar days have passed from demobilization if no reimbursement request has been received by TDEM.

Time Extension Request

Responding entities who want an extension beyond the 120-day mark will need to request this in writing from TDEM's SDRS at tdemreimbursement@tdem.texas.gov. SDRS will coordinate with the Program Administrator (Texas A&M Forest Service (TFS), Incident Support Task Force (ISTF), etc.) for consideration. **For out-of-state deployments through the Emergency Management Assistance Compact (EMAC), extensions may not be available as deadlines will be set by the state who requested assistance from Texas.**

Timeline of Communication from Deployment to Reimbursement Submission

To ensure responding entities have been made fully aware of potential deadlines, TDEM will communicate all deadlines with the responding entity in the initial email upon deployment, at the 60-day mark, and a final reminder at the 90-day mark to ensure the entity is fully aware and has plenty of opportunities to get their information submitted before the 120-day mark. For emails related to submission deadlines, TDEM will include the responding entity point of contact, the Program Administrator points of contact (Texas Intrastate Fire Mutual Aid System [TIFMAS] Branch Coordinator, Incident Support Task Force [ISTF] Regional Coordinator, etc.), and the TDEM Regional Section Coordinator for Response.

Reimbursement Review Timelines

TDEM will conduct an initial review of the reimbursement claim within 15 business days of receipt. Once the initial review is complete TDEM will initiate a request for information (RFI), if needed, to the responding entity. This initial review will include a basic documentation review. The responding entity will have 15 business days to respond to this initial RFI.

Once the response to the initial RFI has been received or if no RFI is needed, TDEM will complete a full review of the reimbursement claim. During the full review, a potential second RFI may be sent to the responding entity. Again, the responding entity will have 15 business days to respond to this full-review RFI. The reimbursement claim will be processed based on any information provided initially and during the two RFIs. Any changes in the reimbursement claim amount will require the responding entity to **sign and confirm the new reimbursement claim amount before any payment can be processed.**

Note: If TDEM does not receive all requested documentation within 15 business days, the reimbursement claim will be processed as is and only the verified costs will be submitted for payment processing. Any additional items not provided may result in costs claimed being not eligible for reimbursement. If the supporting documentation is located at a later date, a new reimbursement claim for these costs will need to be submitted to TDEM.

Reimbursement Request Eligibility and Documentation Requirements

General Documentation Requirements

- A completed Form W-9 (if first time submitting)
- A completed Direct Deposit Form (if first time submitting or if banking information has changed)
- A signed acknowledgement of receipt and acceptance of this guide. Acknowledgement statement can be found before the samples in this guide. This will be uploaded into GMS under the Grant Terms and Condition placeholder.
- Current policies related to the following (if first time submitting or policies have been updated):
 - Travel;

- o Mandatory staffing; and
 - o Payroll Policy
- Completed Memorandum Of Understanding (MOUs) for each person being claimed on reimbursement claim if applicable
- Completed TDEM Reimbursement Request excel form (must be submitted as an Excel document—PDFs will not be accepted)
- STAR request
- Mobilization and demobilization documents (See section on deployment requirements/best practices)
- Activity logs (ICS 214s) that are detailed and legible (See section on deployment requirements/best practices)
- All backup documentation

Labor

Eligibility Requirements

- Labor will be reimbursed for the responding entities' employees to include full time or part time and paid volunteers.
- Labor reimbursement will be based on responding entities' policies and rates.
- Labor policies MUST be submitted with reimbursement claim.
- Hours during the deployment that coincide with employees' home responding entity regular shift schedule (on-duty hours) will be reimbursed at regular pay plus benefits. (Responding entity policy will supersede this rule if different. If no policy is established, this rule will prevail.)
- If responding entity is claiming portal-to-portal hours, calculate hours on first day of deployment from start of eligible prep time through 2400.
 - o For example, if pre-deployment preparation time is from 1200-1400 and team leaves home base at 1400. Eligible hours on first day are 12 from 1200-2400.
 - o Please note on the compliance workbook there is a place for prep time to be entered so be careful not to double count prep time when completing the workbook.
- If the responding entity is claiming portal-to-portal hours, calculate hours on last day from start of day through end of demobilization time. For example,
 - o If the team arrives at home base at 1000 and post-deployment time is from 1000-1200, eligible hours on last day are 12 from 0000-1200.
 - o Please note on the compliance workbook there is a place for post-deployment time to be entered so be careful not to double count prep time when completing the workbook.
- All personnel mobilized must be listed on the approved deployment orders from the program administrator.
- The responding entity work schedule/shift calendar and payroll policy will be used when calculating all hours claimed for reimbursement. Per responding entity policies, overtime may be credited in actual wages or compensatory time off.
- TDEM will reimburse up to two (2) hours for pre-deployment preparation and up to two (2) hours after return to home base to return equipment to service. The two (2)

hours for pre/post-deployment will be reimbursed if noted on 214s, CTRs, or other activity logs. Travel time to the incident and travel time to return to home base will be reimbursed.

- Backfill costs for personnel assigned will be paid at the responding entity's hourly rate. Any claimed backfill costs must include the name of the deployed member the backfill costs are for. The responding entity must have a minimum staffing policy in place prior to the activation to be eligible for backfill costs. (Responding entity policy will supersede this rule if different. If no policy is established, this rule will prevail.)
- When resources return to their home base and their regular scheduled shift day is the day of return or the day following their return, TDEM will reimburse the full shift. Additional backfill not to exceed one shift will also be reimbursed. Ensuring a minimum of 24 hours off prior to the next full shift will help ensure proper rest for returning firefighters.
 - If a team member ends deployment activities on the scheduled shift day which ends the following day at 0700, all shift hours are eligible for reimbursement.
 - Last day of deployment: 0000-1200 (12 eligible deployment), 1200-2400 (12 eligible shift hours)
 - Day after deployment: 0000-0700 (7 eligible shift hours)
 - If a team member ends deployment activities the day prior to the scheduled 0700-0700 shift and within the 24-hour rest period, the shift hours are eligible for reimbursement.
 - Last day of deployment: 0000-1200 (12 eligible deployment hours)
 - Day after deployment: 0700-2400 (17 eligible shift hours)
 - 2nd day after deployment: 0000-0700 (7 eligible shift hours)

Documentation Requirements

- Labor Policies that include:
 - Employee Pay Policy;
 - Overtime/Premium Pay Policy (if not included in the pay policy);
 - Minimum Staffing Policy; and
- Payroll report showing hours paid, rate paid, benefits paid, date paid, and pay period for payment;
 - If a payroll report is not available, paystubs showing the information will be accepted;
 - Payroll or paystubs must show if hours paid are regular hours or overtime hours;
 - If rate of pay requested does not match payroll, entity must include a basis for how the pay rate was calculated.
- Leave balance documentation when submitting a claim for compensatory time (comp time)

Travel

Travel reimbursement will be based on responding entity policy. Travel policy **MUST** be submitted with reimbursement claim. If the home jurisdiction does not have a travel policy, the following applies: lodging and meals will be reimbursed based on General Services

Administration (GSA) rates to include all meals and any additional sustainment needs such as water, snacks, etc.

Meals

The following documentation is required with the reimbursement claim for the responding entity to be eligible for reimbursement of meals:

- Meal receipts (if required by local travel policy)
- If claiming daily per-diem rate based on local travel policy, include the proof of payment from responding entity to employee.
- If claiming actual meal costs:
 - If on a responding entity corporate credit card, include the credit card statement.
 - With personal credit card or personal funds, the responding entity must provide proof of payment to employee or volunteer firefighter for claimed amount. Proof of payment can include a copy of the check to the individual payment report showing payment paid to the individual. Individual should claim meals per responding entities' policy.
- If no responding entity policy is in place, proof of payment is required but individual meal receipts are not. A responding entity paying for meals of other responding entities employees using one credit card; documentation will be required specifically listing the responding entity and the name of the employee(s) who were fed with that purchase. Per diem rates still apply.

** Alcoholic beverages and personal hygiene purchases are ineligible for reimbursement. **

Lodging

All resources should arrive at the incident and be prepared to be self-sufficient for the first 72 hours. If lodging is required or necessary, resources are responsible for securing their lodging for the duration of the deployment.

The following documentation is required with the reimbursement package for the agency to be eligible for reimbursement of lodging:

- A copy of the lodging receipt that shows a zero balance.
- If lodging was purchased on a responding entity travel credit card, include the credit card statement, which includes the lodging charges.
- If lodging was purchased with a personal credit card or personal funds, the responding entity must provide proof of payment to the employee or volunteer firefighter for the claimed amount. Proof of payment shall include a copy of the check to the individual or payment report showing payment paid to the individual.
- Responding entities paying for lodging of other responding entity employee(s) using one credit card; documentation will be required indicating the specific responding entity and the names of the employees who were housed with that purchase. An individual can secure multiple rooms on their responding entity credit card for all members of the team. It is recommended to have the room occupant's name listed on the hotel invoice even though the payment is made by a third party.

Personal Vehicles

Reimbursement for personal vehicles will be based on the responding entity's policy or the State of Texas mileage rate.

The following documentation is required with the reimbursement package for the agency to be eligible for reimbursement of personal vehicle mileage costs:

- The responding entity must provide proof of payment to the employee or volunteer firefighter for the claimed amount. Proof of payment can include a copy of the check to the individual or payment report showing payment paid to the individual.
- Mileage logs, maps, or odometer readings shall be included to substantiate mileage claimed.

Equipment

- All equipment mobilized shall be listed on the approved deployment orders from the Program Administrator.
- TDEM shall reimburse for equipment using an hourly rate usually aligned with the Federal Emergency Management Agency (FEMA) rate. Equipment hours will be based on actual usage hours per the 214s and/or Shift Ticket. If a FEMA rate is not available, TDEM will work with the program administrator to determine an appropriate equipment reimbursement rate.
- **FOR TIFMAS GRANT ENGINES:** Beginning March 22, 2023, any entity who receives a new or replacement TIFMAS grant engine from the Texas A&M Forest Service (TFS) will receive 50% of the FEMA rate for that engine. Any engines already allocated before this date will be grandfathered in and receive 100% of the equipment rate.
- TDEM will reimburse up to two (2) hours for pre-deployment preparation and up to two (2) hours after return to home base to return equipment to service. The two (2) hours for pre/post-deployment will be reimbursed if noted on 214s, CTRs, Shift Ticket, or other activity logs. Travel time to the incident and travel time to return to home base will be reimbursed.
- The FEMA rates on the Schedule of Equipment Rates are for responding entity-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment, and other costs incidental to operation.
- Standby equipment costs are not eligible.

For vehicles used to transport personnel only (such as crew swaps), TDEM will reimburse based on the FEMA mileage rate for transporting people. Mileage logs, maps, or odometer readings must be included to substantiate mileage claim.

- Detailed descriptions must be included for all pieces of equipment to include gallons per minute, horsepower, tank capacity, etc. This will ensure the appropriate equipment code is applied and the applicable rate is reimbursed.
- If equipment is out of service either on-incident or post-deployment, it is not considered working, and no hours will be reimbursed. Out of service must be documented on the

activity logs. The hours worked stop once the vehicle has reached a staging destination or repair shop, whichever comes first. Reasonable towing costs to a staging destination or repair shop will be reimbursed.

The following documentation is required with the reimbursement package for the agency to be eligible for reimbursement of equipment costs:

- Activity Logs/214s or Shift Ticket
- Proof of ownership for any piece of equipment used on the deployment. Proof of ownership can include title, annual registration, asset inventory list, proof of insurance or other document that supports the responding entity owns the vehicle.
- Resource order or mission assignment showing equipment was approved for use on the mission.

Damaged Equipment

- The incident is responsible for any damage incurred from the point of incident check-in and vehicle inspection by incident management personnel, through demobilization from incident and return to home base, when the damage is a direct result of operations and not normal wear and tear.
- Repair reimbursement requests must be documented, justifiable, and reasonable within the scope of the operation.
- Any damage to the equipment must include photos and a damage equipment report per responding entity's policy for reimbursement.
- When there is damage to equipment while mobilized, the responding entity should inform the Team Lead, Program Administrator, or Incident Command Team (if on-site) and file a claim with their insurance provider per their local policy. If the damage incurred on the incident is less than the insurance policy deductible and the responding entity wants to recover the repair costs, but does not want to file with their insurance carrier, the responding entity must provide:
 - Proof of insurance which identifies the amount of the deductible.
 - An invoice documenting the costs incurred to repair the damage.
- Any amount greater than the deductible will not be reimbursed.
- Self-insured responding entities should submit all expenses incurred to repair incident-related damages for reimbursement.
- The responding entity must submit check-in and demobilization photos and forms with reimbursement documentation. This would include any check-in/demobilization confirmations conducted by an Incident Management Team (IMT) or Incident Support Team (IST).
- Damage due to firefighting operations which is not covered by insurance (e.g., towing charges, hose damage, pump damage, etc.) should be documented with receipts and included in the reimbursement package sent to TDEM.
- Damage **MUST** be documented on the 214s at time of damage.

Required documentation related to damaged equipment to be included in reimbursement claim:

- Photos of the damage that clearly show the damage to the equipment.

- A copy of the Proof of Insurance for the vehicle, which includes the types of coverages, costs and the deductible amount.
- The equipment or vehicle's year, make, model, and mileage (at the time of the breakdown).
- The equipment or vehicle inspection report at check-in and at the time it was demobilized from the incident.
- A written statement that explains how this repair cost is directly related to the event and not to normal wear and tear events.
- Repair invoice with a zero balance.
- Proof of payment for repair and towing costs such as a P-Card statement.
- A copy of the maintenance log for the equipment or vehicle.
- An incident or police report depending on the nature of damage.

Other Items Eligible for Reimbursement

Items such as consumables, materials, and rentals will be reimbursed based on an actual costs' basis. All requests for reimbursement of these types will include a written justification stating the necessity of these costs to complete the mission.

All other costs must be substantiated by including:

- Itemized receipt with proof of payment
- Any purchase orders or quotes that may be applicable to purchase
- Any contracts that may be applicable to the purchase
- If materials were taken from inventory:
 - Inventory report, invoice showing items purchased, cost and proof of payment, or replacement invoice showing items purchased, the cost, and proof of payment

Best Practices – Pre-Deployment Activities

To make the reimbursement process go faster there are some things entities can do to help facilitate the gathering of documentation when it is needed. Below are some suggestions for entities to do once they know of a potential deployment.

The entity contacts who will be preparing the compliance workbook and submitting the reimbursement request should upon notification of a potential deployment start gathering current policies, equipment inventory listing or titles, current salaries and shift information. Also, if they haven't registered as a user with TDEM's Grant Management System, they should go ahead and register for an account.

For entities deploying members upon notification of a potential deployment, they should let the workbook preparer know of the potential deployment. They should ensure they have any blank forms they may need in their go-bag and meet with their Finance point of contact (POC) to understand their post deployment documentation needs.

Review the TDEM Reimbursement website for new information and watch any videos related to completing a reimbursement request.

Best Practices – Deployment Activities

Upon notification of an approved deployment, both Finance and deploying personnel should take steps to make the completion of the reimbursement packet easier.

For the Finance (POC), they should go into GMS and complete the Request for Assistance for the incident their entity is deploying under. Starting an electronic folder to store any documents is a good idea to make sure everything is in one place when starting the reimbursement workbook. The Finance (POC) should also start the workbook by entering the personnel, salaries, shifts and other known information so that there is less entry required upon the deploying teams return to home base. Finance should be aware of the deploying members check-in and demobilization requirements so they can collect copies of any documents the deploying member turns in while on-scene.

For the deploying members, they should gather the information needed for deploying such as mission location, mission at location and ensure they know where they need to check-in at upon arrival and what documentation they will need to provide at check-in. They should also check with Finance to see if there is way for them to submit documentation daily while on deployment to reduce the potential for lost receipts, documents, and some where to send pictures if required. Deploying members should also be aware of any required demobilization procedures and documents so upon notification of demobilization they are ready and have everything in place.

Best Practices – Post Deployment Activities

Upon return to home base, deploying members should turn in all required documents for travel reimbursements, timekeeping and equipment use. This will allow finance to begin processing items so that all documentation can be ready to submit in a timely manner.

Finance and the deploying members should finalize the workbook on who deployed, their payrates and begin the travel section to start completing the full workbook. Pull any documents together to ensure they are housed in one location.

Finance should also reach out to TDEM to ensure a project has been setup for them in GMS.



Acknowledgement Statement

Our jurisdiction/agency has received and read the TDEM Mutual Aid Reimbursement Guide and understands the process and procedures for which our reimbursement submission will be reviewed. Any reimbursements submitted by our jurisdiction/agency will be done in accordance with the TDEM State Mutual Aid Guide.

Signature

Date Signed

Printed Name and Title

Samples

ACTIVITY LOG (ICS 214)

1. Incident Name: 2022 Summer Fire Weather Pine Pond Fire		2. Operational Period: Date From: 8-12-2022 Time From: 00:00		Date To: 8-12-2022 Time To: 23:59	
3. Name: ST 182 Jessie Fire		4. ICS Position: ENGB		5. Home Agency (and Unit): TDEM	
6. Resources Assigned:					
Name		ICS Position		Home Agency (and Unit)	
MPM El-13		TIPFD 813		TDEM Fire Department	
E-HS1					
Jessie Fire				TDEM Fire Department	
E-1785.1					
Jeff Wamcm		Fire5gl/ter		TDEM Fire Department	
E-H85.2					
7. Activity					
Dc121222 00:00 AI 121222 00:00 Truck Check. prepare for today's activities					
at 121222 00:00 Ensign and MR mm, Elaraa Filt					
121222 12:10 Briefing we were assigned to the Pine Pond Fire in Bastrop Tx.					
8121222 12:30 EN<Ulli to Elatrop Pine Pond Fire for tight operations					
8121222 19:45 Attended in Elgin Tx by service log to P oil fuel					
8121222 ID. 0 Affiya in Bastrop County Pine. P<iffi: I !=m -Mfi Sink a Team					
&121222 20:30 Assigned Alpha Division to patrol and mop up the fire in the Pine Pond area. Cii'WS arso [det'ltiled Id spoils lift:mia Inil c:online melt lines ing lielclma,ps raM exiffitlllSh;e;t:if.oodla.:I lhBm t/_					
&121222 23:29 Continued assignment patrolling Alpha Division					

Samples

EMERGENCY EQUIPMENT SHIFT TICKET					RESOURCE ORDER#
NOTE: Title responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.					
1. AGREEMENT NUMBER			2. CONTRACTOR (name) NoName County ESD #1 (Vv17o owns the equipment)		
3. INCIDENT OR PROJECT NAME Wildfire Season 2023		4. INCIDENT NUMBER 23-0001		5. OPERATOR (name) Henry "Hank" Example/Joe Incident	
6. EQUIPMENT MAKE Siddons-Martin		7. EQUIPMENT MODEL 38704 Enforcer 7010		8. OPERATOR FURNISHED BY <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Government	
9. SERIAL NUMBER XXXXX-JKXXXX		10. LICENSE NUMBER TGC4180		11. OPERATING SUPPLIES FURNISHED BY <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Government	
12. DATE MO/DA/YR	13. EQUIPMENT USE		14. REMARKS (released, down time and cause, problems, etc)		
	START	STOP	HRS/DAYS/MILES WORK	HRS SPECIAL	
02/01/2023	07:00	19:00	12	Big Hope Fire	Equipment operated 24 hours with Hank doing day shift and Joe doing night shift
02/01/2023	19:00	07:00	12	Lost Tree Fire	
02/02/2023	07:00	19:00	12	Lost Tree Fire	
02/02/2023	19:00	07:00	12	Lost Tree Fire	
15. EQUIPMENT STATUS					16. INVOICE POSTED BY (Recorder's InWals)
<input type="checkbox"/> a_ Inspected and under agreement <input type="checkbox"/> b_ Released by Government <input type="checkbox"/> c_ Withdrawn by Contractor					
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			15. GOVERNMENT OFFICER'S SIGNATURE		119. DATE SIGNED

NSN 7540-01-119-5628
50297-102

OPTIONAL FORM 297 (Rev. 7-90)
USDA/USO

EMERGENCY EQUIPMENTSHIFTTICKET					RESOURCE ORDER#
NOTE: Title responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.					
1. AGREEMENT NUMBER			2. CONTRACTOR (name)		
3. INCIDENT OR PROJECT NAME		4. INCIDENT NUMBER		5. OPERATOR (name)	
6. EQUIPMENT MAKE		7. EQUIPMENT MODEL		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government	
9. SERIAL NUMBER		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY Contractor <input type="checkbox"/> Government <input checked="" type="checkbox"/>	
12. DATE MO/DA/YR	13. EQUIPMENT USE		14. REMARKS (released, down time and cause, problems, etc)		
	START	STOP	HRS/DAYS/MILES WORK	MILES SPECIAL	
					15. EQUIPMENT STATUS <input type="checkbox"/> a_ Inspected and under agreement <input type="checkbox"/> b_ Released by Government <input type="checkbox"/> c_ Withdrawn by Contractor
16. INVOICE POSTED BY (Recorder's Inff,a/s)					
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			15. GOVERNMENT OFFICER'S SIGNATURE		rg DATE SIGNED

NSN 7540-01-119-5628
50297-102

OPTIONAL FORM 297 (Rev. 7-90)
USDA/USDI



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Acknowledgement Statement

Our jurisdiction/agency has received and read the TDEM Mutual Aid Reimbursement Guide and understands the process and procedures for which our reimbursement submission will be reviewed. Any reimbursements submitted by our jurisdiction/agency will be done in accordance with the TDEM State Mutual Aid Guide.

Signature

Date Signed

Printed Name and Title



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T. Crumley

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the acceptance of additional insurance funds from the Texas Association of Counties (TAC) Risk Management Pool for vehicle repairs to a 2022 Ford Escape in the amount of \$1,412.13 and amend the budget accordingly. **SHELL/T.CRUMLEY**

Summary:

Additional insurance funds were needed to finalize the repairs to fleet vehicle #44. Once the vehicle repairs began, damage was found to the right headlight that was not identified on the initial inspection.

Fiscal Impact:

Amount Requested: \$1,412.13

Line Item Number: 001-712-00.4680/.5413

Budget Office:

Source of Funds: Insurance Proceeds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,413) - Increase Compensation for Loss 001-712-00.4680

\$1,413 - Increase Vehicle Maintenance & Repair 001-712-00.5413

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: repairs must follow purchasing policy guidelines

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$1,412.13 in Compensation for Loss

Comments:

Attachments

JB Collision Estimate

Preliminary Estimate

Customer: Pool Car

Job Number:

Written By: julio ballesteros

Insured: Pool Car Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact:

Owner: Pool Car (512) 969-0848 Cell
Inspection Location: JB Collision Center
104 Texas Ave
san marcos, TX 78666
Repair Facility
(512) 621-1381 Business
Insurance Company:

VEHICLE

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

VIN: 1FMCU0G62NUB12158 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: Mileage Out:
State: TX Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Backup Camera

Remote Starter

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

Preliminary Estimate

Customer: Pool Car

Job Number:

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	*	Rpr Bumper cover w/o auto park				3.0	3.0
3		Add for Clear Coat					1.2
4		Repl Lower cover w/o auto park	LJ6Z17D957A	1	266.00	0.6	
5		Repl RT Side cover w/o fog lamps	LJ6Z15A245AB	1	38.27	0.2	
6		Repl Upper w'strip	LJ6Z16B990A	1	28.85	0.2	
7		FRONT LAMPS					
8	**	Repl A/M CAPA RT Headlamp assy w/projector lamp	LJ6Z13008C	1	1,581.65	0.3	
9		Aim headlamps				0.5	
10		HOOD					
11	*	Rpr Hood				3.0	2.8
12		Add for Clear Coat					1.1
13		Repl RT Hinge	LJ6Z16796A	1	42.07	0.6	0.3
14		Add for Clear Coat					0.1
15		Repl LT Hinge	LJ6Z16797A	1	42.07	0.6	0.3
16		Add for Clear Coat					0.1
17		FENDER					
18	*	Rpr RT Fender				3.0	2.2
19		Overlap Major Adj. Panel					-0.4
20		Add for Clear Coat					0.4
21		FRONT DOOR					
22		Refn RT Door shell (HSS)					2.2
23		Overlap Major Adj. Panel					-0.4
24		Add for Clear Coat					0.4
SUBTOTALS					1,998.91	12.0	13.3

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,998.91
Body Labor	12.0 hrs @	\$ 55.00 /hr	660.00
Paint Labor	13.3 hrs @	\$ 55.00 /hr	731.50
Paint Supplies	13.3 hrs @	\$ 38.00 /hr	505.40
Subtotal			3,895.81
Grand Total			3,895.81
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,895.81

Preliminary Estimate

Customer: Pool Car

Job Number:

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MK20, CCC Data Date 06/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Pool Car

Job Number:

2022 FORD Escape SE FWD 4D UTV 3-1.5L Turbocharged Gasoline Port/Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
8	Bill Smith Auto Parts - ARO 400 Ash St Danville IL 61832 (800) 252-3005	#114-11238R-CAPA A/M CAPA RT Headlamp assy w/projector lamp Quote: 2441462541 Expires: 07/05/24	\$ 1,581.65



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the execution of a First Amendment to the Professional Services Agreement between Hays County and Broaddus & Associates regarding Project Management Services executed on or about July 2, 2024. **BECERRA**

Summary

Attachments

1st Letter Amendment - Broaddus & Associates
PSA - Broaddus & Associates

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
TEXAS AND BROADDUS & ASSOCIATES**

This 1st Amendment to the Professional Services Agreement (“Amendment”) is made this 30th day of July, 2024, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and Broaddus & Associates (hereinafter referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

The following Sections are amended and restated:

1. OVERVIEW

The Contractor will provide Project Management Services for modifications, improvements, and additions at the Hays County Government Center and site located at 712 S. Stagecoach Trail in San Marcos, Texas (the current “project”) and future County projects that may be incorporated into a 2024 bond proposition, subject to Commissioner Court approval and selection as the provider.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Countywide Operations Director and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit “A”*, and any subsections of *Exhibit “A”*, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibit “A”*), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties. For future County projects wherein Contractor is selected as the provider, Contractor will be required to submit a Scope of Services to the Hays County Commissioners Court for approval.

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

This 1st Amendment to the Professional Services Agreement, effective July 30, 2024, is hereby executed this 30th day of July, 2024, as is evidenced by the authorized signatures of the Parties, below.

BROADDUS & ASSOCIATES

COUNTY

PAUL WEBB
CHIEF OPERATING OFFICER

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE CARDENAS MBA PhD
HAYS COUNTY CLERK

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **BROADDUS & ASSOCIATES** (hereinafter “Contractor”), whose primary place of business is located at 1301 S. Capital of Texas Hwy., Suite A-302, Austin, Texas, 78745, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 2nd day of July 2024. The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

The Contractor will provide Project Management Services for modifications, improvements, and additions at the Hays County Government Center and site located at 712 S. Stagecoach Trail in San Marcos, Texas (the current "Project").

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Countywide Operations Director and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as *Exhibit “A”*, and any subsections of *Exhibit “A”*, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in *Exhibit “A”*), the Compensation cited in Section 4 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. TERM AND DURATION OF CONTRACT

The parties agree that the Work shall be completed within three (3) years after commencement date (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than thirty (30) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

4. COMPENSATION

Contractor will be compensated for the Work billed hourly against a not-to-exceed budget, the terms of which are cited in Contractor’s fee schedule, which is attached hereto and included in *Exhibit “B”*. Despite any reference to Contractor’s fee schedule, which shall be used to calculate monthly invoices amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed one million eight hundred fifty-five thousand six hundred and forty-two dollars (\$1,855,642) for the Work under this initial Agreement.

5. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

6. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

7. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666.
judge.becerra@co.hays.tx.us

With Copy to:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.powell@co.hays.tx.us

Hays Countywide Operations
101 Thermon Drive
San Marcos, Texas 78666
Tammy.crumley@co.hays.tx.us

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
Stephanie.hunt@co.hays.tx.us

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

8. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or subcontractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, Texas 78666
Jordan.powell@co.hays.tx.us

With Copy to:
Hays Countywide Operations
101 Thermon Drive
San Marcos, Texas 78666
Tammy.crumley@co.hays.tx.us

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, Texas 78666
Stephanie.hunt@co.hays.tx.us

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

9. INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

11. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 4, 7, 8, 9, 13, 14, 15, 16, 17, 19, 20 and 21.

12. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

13. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

14. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

15. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

16. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

17. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

18. ASSIGNMENT

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

19. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

20. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

21. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

22. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.



Hays County, Texas

By: Ruben Becerra
Hays County Judge



Broaddus & Associates

By: Paul Webb
Chief Operating Officer

EXHIBIT A

Project Management Scope of Services and Fee Schedule

Contractor shall provide a primary point of contact for the County. Contractor shall coordinate with the Hays County Director of Countywide Operations, under direction of the Hays County Commissioners Court, on all activities related to the Project. Contractor shall lead and coordinate activities associated with the planning, design and construction of modifications, improvements, and additions to the Hays County Government Center and site located at 712 S. Stagecoach Trail in San Marcos, Texas as directed by the County, including, 1) work with the Director of Countywide Operations or designee(s) along with other County identified parties to determine needed improvements, appropriate design solutions, and delivery methods, 2) lead and coordinate all activities associated with preconstruction services resulting in conceptual designs and cost estimates, 3) assist in the procurement and contracting of professional services and contractors, and 4) provide construction oversight services.

The Contractor will act as a representative of Hays County and assist through all phases of the Project requested by the County. The Project Manager shall not in any respect serve as a Designer of Record, General Contractor, or Sub-Contractor for any phase of the Project. The following is a list of services to be provided by the Project Manager and is not intended to be all inclusive. Services and tasks that are necessary to achieve all phases of the Project are also included and will be required in accordance with Project Management Best Practices. Also included, whether enumerated or not, are services and tasks necessary to comply with applicable federal, state and local laws and regulations. Depending on the phase of the Project, Hays County will appoint a point of contact person responsible for coordinating the County's design & Construction needs.

The County has identified the following phases needed for the 3-year period of performance for the Project and can be further defined after final meeting between the County, Contractor, and HDR Architecture, pre-construction, procurement, construction phase, and post-construction phase. The phase-specific descriptions provided below represent general requirements expected from the Program Management firm and its subconsultants.

All Phases – General Services Required

The following services are general in nature and are required during all phases of the Project:

- Serve as a representative of Hays County during all phases of the Project.
- Consult with the Hays County Commissioners Court, upon request, for the purpose of reviewing the status of the Project and its various phases, and for the purpose of developing strategies necessary to achieve the goals of the County.
- The Project Manager will oversee and manage all aspects of the Project and report to the County on a weekly basis. Reviews to be provided include all aspects of the planning, development, architecture, engineering, design including renderings, procurement and construction management.
- The Project Manager will review and update the County on the overall master program schedule, overall master project schedule, and incorporate the specific construction schedules when appropriate. These schedules should include every aspect of each phase of the Project.

- Provide general administrative management of the construction management tasks. Such as but not limited to architectural, engineering, scheduling, cost estimating, construction administration, warranty phase support and all other services necessary to complete the Project and / the specific phase at issue.
- Services shall be comprehensive in nature and will include in-depth review of programming, conceptual design, schematic design, design development, design renderings, and final construction documents.
- Specialized professional services may be required including, but not limited to: life cycle costing; utility infrastructure design; interior design; acoustics; lighting; interior wayfinding signage and graphics; and landscape design.
- Develop and maintain (in cooperation with Hays County), a monthly reporting document that indicates the status of the Project and the phases at issue in terms of percentage of completion, cost per square foot, approved change orders, schedule, etc.
- Provide suggested modifications to the scope of the Project and the phase at issue.
- Work with County awarded contractors, i.e. electrical, plumbing, HVAC, when warranted.
- Assist the County, if requested by the Hays County Commissioners Court, in locating property needed for future expansion projects and securing the professional services (realtor, inspection, etc.) related to any such purchases and/or lease agreements.

Inception & Feasibility Phase

- Assist the County in developing a consensus as to the objectives and scope of the Project and its various phases.
- Examine the environment and existing facilities.
- Provide a cost estimate with various options to assist in determining feasibility.
- Define Risks

Pre-Construction Phase

- Establish and maintain communication protocol between Hays County, Architect, Engineer, and General Contractor.
- Review design documents, drawings, specifications for constructability, scheduling, consistency and coordination.
- Notify Hays County of Design and Budget concerns throughout the design process.
- Develop detailed cost estimates at various phases of design, as desired.
- Assist the Purchasing Department, and the Architect/Engineer (A/E) Firm with the development, preparation and review of bid specifications for new phases of the Project where Project Management services would be needed.
- Assist the Purchasing Department to answer any questions received to ensure complete understanding of the County's intent.
- Assist in the evaluation of bids/proposals received and offer recommendations.
- Collect, organize, and analyze the data into a format conducive to receiving responses for inclusion in the analysis of the bids/ proposals.
- Evaluate eligibility, cost sharing and benefits structure and network savings.
 - Evaluate cost containment alternatives to help control current and future plan costs in conjunction with the rate review.

- Prepare a spreadsheet analysis of bids/proposals received so that a comparison can be made.
- Prepare a narrative, with recommendations, discussing the bids/proposals and various options under consideration.
- Assist Purchasing and Legal Counsel with contract negotiations.
- Establish progress payments schedule for the construction work and other services, etc. of the Project.
- Monitor and maintain all party's efforts for conformance to schedule and budget.
- Monitor contractors' progress with project start-up activities (mobilization, securing permits, providing submittal data, securing temporary utilities, etc.)
- Secure construction schedules from the contractor and review for compliance with the established schedule of the Project and / or the specific phase of the Project as applicable.
- Incorporate the contractor's schedule within the overall schedules of the phases and the Project as a whole, as well as updating the same on a regular basis as determined by the Hays County Commissioners Court.
- Coordinate with local Utilities, Cities, Entities, etc. on Hays County's behalf.

Construction Phase

- Facilitate and oversee every aspect of the construction of the Project and its various phases to ensure their successful executions.
- Establish and maintain communication protocol between Hays County, Architect/Engineer, and the General Contractor. Document all communication during construction phase.
- Coordinate construction logistics between the General Contractor and Hays County.
- Attend, arrange and conduct a variety of meetings, as requested by Hays County.
- Review the safety programs of each contractor and make appropriate recommendations to ensure the safety of Hays County staff and taxpayers.
- In conjunction with the Architect/Engineer Firm, implement procedures for submittals, change orders, pay requests, etc.
- Review Request for Information (RFI) and architect/engineer's supplemental instructions. Track submittals as required through completion of the process.
- Assist in developing priorities for adjusting scope of work to match funds availability and assist in coordination with authorities having jurisdiction as necessary.
- Monitor overall budget and schedule and advise Hays County of any trends that affect the timely procedures and cost-effective completion of the Project and its various phases.
- Coordinate third-party testing and/or inspection services with Hays County approved vendors.
- Review pay requests, adjust as needed, and certify for payment.
- Review and verify General Contractor's Project record drawings and schedule are updated to reflect all changes of work completed before each progress payment.
- Based on review of the project on a daily basis, make recommendations for rejection and correction of sub-standard work to A/E, and Hays County.

- Maintain force account records when work must be done prior to approval of change order.
- Assist in reviewing claims submitted, prepare cost estimates, and make recommendations for the Hays County approval.
- Assist with inspections and preparation of punch lists; walks with A/E to develop Subcontractor punch list, along with A/E punch list.
- Maintain thorough knowledge of the plans and specifications.
- Provide and monitor inspection of the construction as follows:
 - Frequently inspect the work for progress, workmanship, and conformance with the Contract Documents.
 - Review special inspection and material testing reports to verify conformance with the Contract Documents.
 - When work is found to be in non-conformance, document the deficiencies and promptly provide written notification of the deficiencies to the Architect/Engineer, Hays County and General Contractor.
 - Verify that deficiencies have been corrected and/or approved by applicable party.
 - Issue inspection deficiency list to the Architect/Engineer, Hays County and General Contractor. Conduct inspections and track deficiencies through correction.
 - Coordinate the issuance of the certificates of Substantial/Final Completion.

Post-Construction Phase

- Coordinate and expedite transmittals of as-built drawings and record documents to Hays County and other entities as required.
- Secure copies of Occupancy certificates.
- Ensure that operations and maintenance manuals and records are compiled, organized, and indexed properly.
- Verify all Warranties are submitted and in accordance with Contract Documents.
- Assist Hays County with implementing the Occupancy Plan/Schedule.
- Prepare all closeout documents to include final phase of Project / Project accounting, cost per unit comparisons and close-out reports. (provide a sample during as part of the RFP)
- Evaluate the performance of the construction the contractor and subcontractors, and provide evaluation, in writing, to Hays County.
- Ensure staff has received all necessary training for operation of new building and systems.
- Coordinate the completion of all punch list items in designated time frame. Maintain accurate warranty log data. Respond daily to all warranty items through the one-year warranty period.

Exhibit B
Broaddus & Associates Hourly Rate Sheet
For 2024 Only

Program Management Team	
Role	Rate
Program Executive Support	\$ 235
Sr. Project Manager	\$ 225
Sr. Planner	\$ 215
Project/Construction Manager	\$ 175
Project Controls	\$ 150
Cost Estimating Manager	\$ 175
Scheduling	\$ 160

Note: 3% rate escalation per year is included for hourly rates starting on 1 Jan 2025 and in each subsequent year.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Amend the Election Contract Fee Fund continuing education budget for training expenses related to the 42nd Annual Election Law Seminar for County Election Officials to be held in Austin, Tx on August 12-14, 2024. **INGALSBE/DOINOFF**

Summary:

The Election Administrator and three staff members will attend the annual Election Law Seminar in Austin, Tx. This seminar will provide legislative updates, laws governing precincts & polling places, early voting in person requirements, election security resources and much more. Funding for the registration is reimbursable through the Chapter 19 Funds.

Fiscal Impact:

Amount Requested: \$1,750

Line Item Number: 002-655-00.5551

Budget Office:

Source of Funds: Election Contract Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds will be reimbursed by Chapter 19 funding.

\$1,750 - Increase Continuing Education 002-655-00.5551

(\$1,750) - Decrease Election Expense 002-655-00.5446

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: training registration and travel must follow the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Reimbursable per Texas Election Code Chapter 19

Comments:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a Second Amendment to the Hays County American Rescue Plan Recovery Social Service Funding Agreement between Hays County and United Way for Greater Austin. **INGALSBE**

Summary:

The United Way has reached out to request a de-obligation of funds to their current ARPA contract. The initial award was based on national baseline projections and after rolling out the program, the needs within Hays County have pivoted from screenings to more treatment related issues with lower numbers than anticipated participating in the program. Therefore, at the request of the United Way director, this amendment reduces the total contract award down from \$1,187,219 to \$696,564.

Fiscal Impact:

Amount Requested: None (-\$490,655 reduction)
Line Item Number: 011-763-99-167.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: No
Comments: De-obligated funds will be utilized to offset ongoing costs of Hays County programs that have been rolled out utilizing ARPA funding.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

United Way ARPA Exhibit A
United Way ARPA PW
United Way ARPA Amendment No. 2

EXHIBIT A

ACT Budget For Hays County*	
Outreach & Navigation	Program Total
Outreach	\$5,000
Patient Navigation (40/month)	\$250,290
Screening & Diagnostics	Program Total
# Patients Funded by ACT for Screening and Diagnostic Services	50
ACT Screening Mammogram Funding	\$8,000
Treatment & Insurance	Program Total
# Patients Funded by ACT	13
ACT Treatment & Insurance Funding	\$369,950
Administration	Program Total
Administration	\$63,324
Total Budget for Hays County	\$696,564

***Note 1:** Cost categories are preliminary estimates and will be adjusted no later than annually, based on actual patient care data.

***Note 2:** Based on UWATX's experience in Hays County they have identified significant need in the community for residents up to 250% of federal poverty level. Recipients have broad flexibility to identify and respond to pandemic impacts and serve populations that experienced pandemic impacts. This response would address the barriers of residents already facing multiple obstacles to screening, such as time, and a lack of health insurance. These barriers are faced disproportionately by racial, ethnic and low-income groups, the same groups that have been disproportionately impacted by the pandemic. This impacted class is defined using the CDC's National Breast and Cervical Cancer Early Detection Program's criteria of women who are uninsured or underinsured and whose family income is at or below 250% of the federal poverty level.



HCTX101_ACT – Rescue Hays Cancer Screening & Treatment

HAYS COUNTY ARPA SLFRF PROJECT

ERIC BOEHNING

HCTX101_ACT – Rescue Hays Cancer Screening & Treatment

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1.3	Program Summary	3
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2	Comparative Analysis.....	5
2.1	Reasonableness & Proportionality.....	5
3	Eligibility	6
3.1	Final Rule.....	6
3.2	Impacted Class	6

1 ACT – RESCUE HAYS CANCER SCREENING/TREATMENT OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

The *Journal of the National Cancer Institute* published an estimate that the pandemic could lead to 2,500 excess breast cancer deaths in the coming decade.¹ In Texas, the American Cancer Society estimates 21,040 new cases of breast cancer.²

Cancer-screening outreach was one of the pandemic’s biggest casualties, particularly among racial, ethnic and low-income groups that have historically had lower access to screening tests and are far less likely to be up-to-date on cancer screening than white and high-income patients. The CDC’s National Breast and Cervical Cancer Early Detection Program (NBCCEDP), designed to help those with low incomes who do not have adequate insurance gain access to timely breast and cervical cancer screening, diagnostic, and treatment services, saw the total number of cancer screening tests received by women through the program declined by 87% for breast cancer during April 2020 as compared with the previous 5-year averages for that month.³

Dr. Rachel Issaka, a gastroenterologist and assistant professor at Fred Hutchinson Cancer Research Center and University of Washington states “Before the pandemic, African-Americans, Hispanics and Native Americans were not screening at high rates. With COVID, my concern was that these same populations that were hard hit by the pandemic wouldn’t come for screening,” Texas Cancer Registry data shows that only about 40% of uninsured women in Texas were getting mammograms on the recommended schedule even before the pandemic.⁴

Kathy Briant, assistant director for the Fred Hutchinson Cancer Research Center’s office of community outreach and engagement works with the least likely to receive cancer screening and the hardest hit by - COVID: minorities, frontline workers, and people who were losing jobs, struggling financially and dealing with SARS-CoV-2 infections. She learned relatively quickly that cancer screening was not a priority for many in these communities. There was fear of COVID, but there were other reasons, too: no time, no childcare, a lack of health insurance or the inability to afford copays. People had more immediate needs, such as finding transportation to vaccine appointments and someone to help if they had COVID.

Issaka’s research from a safety-net hospital found that the pandemic added more barriers so patients already facing multiple obstacles to screening, including lack of transportation and no coordination among specialist to get tests scheduled, were most impacted.⁵

¹ Impact of the COVID-19 Pandemic on Breast Cancer Mortality in the US: Estimates From Collaborative Simulation Modeling, JNCI; Journal of the National Cancer Institute, Volume 113, Issue 11, November 2021,

² https://cancerstatisticscenter.cancer.org/?_ga=2.242447682.1175355820.1650287128-437624557.1650287128#!/data-analysis/module/BmVYeqHT?type=barGraph

³ COVID-19 impact on screening test volume through the National Breast and Cervical Cancer early detection program, January-June 2020, in the United States

⁴ Female Breast Cancer in Texas | Texas Department of State Health Services June 2019

⁵ The COVID Cancer Effect; Scientific American 325, 6, (December 2021)

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The report in the *Journal of the National Cancer Institute* that suggested an excess in breast cancer deaths also offered a solution:

“Continued efforts to ensure prompt return to screening and minimize delays in evaluation of symptomatic women can largely mitigate the effects of the initial pandemic-associated disruptions,”

Likewise, the Scientific American article the COVID Cancer Effect states:

“Some oncologists say this “risk stratification”—prioritizing screening, diagnosis and treatment for those most at risk or with obvious symptoms—should stay in place after the pandemic ends so treatment can be provided quickly to those who need it most.”

Hays County will provide cancer screening, diagnostics, treatment, and insurance to its residents through a subrecipient agreement of \$696,564 with United Way for Greater Austin (UWATX). This response would address the barriers of residents already facing multiple obstacles to screening, such as time, and a lack of health insurance. These barriers are faced disproportionately by racial, ethnic and low-income groups, the same groups that have been disproportionately impacted by the pandemic. This impacted class is defined using the NBCCEDP’s criteria of women who are uninsured or underinsured and whose family income is at or below 250% of the federal poverty level.

The return to screening for this impacted class will minimize delays in evaluation that lead to excess death and efforts to ensure prompt access to screening, diagnostic evaluation, and treatment should mitigate the impact of the COVID-19 pandemic on breast cancer mortality and on negative economic impacts on the entire community.

1.3 PROGRAM SUMMARY

Addressing Cancer Together (ACT) - Rescue Hays will provide screening, diagnosis, navigation and treatment of breast cancer for people in Hays County through a subrecipient agreement of \$696,564 with UWATX. ACT is operated by UWATX (a 501 (c)(3) that normally receives a substantial part of its support from a governmental unit or from the general public, which provides governance, grant management, financial oversight and patient support for identified patients. The ACT – Rescue Hays program will be part of a regional collaboration with Williamson County, Bastrop County, and the City of San Marcos where UWATX is providing the same services.

UWATX provides access and navigation to screening, diagnosis and treatment of breast cancer for women in Hays County who are uninsured and whose family income is at or below 250% of the federal poverty level. UWATX program staff reviews and verifies eligibility criteria and is contracted through a subrecipient agreement.

This subrecipient, UWATX, will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to UWATX’s records pertaining to this program. Audits will be performed by the County to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of UWATX’s general ledger. UWATX will earn an administrative fee that is not to exceed 10% of the grant.

1.4 PROGRAM OUTLINE

A subrecipient agreement with the UWATX will support eligible Hays County residents to access screening, diagnosis and treatment of breast cancer. For those who are eligible, UWATX will pay for services and also help qualifying individuals access financial assistance programs that offset the cost of their care.

1.4.1 Eligibility

- Ages 50 - 74
- Ages 40 - 50 identified as high risk for breast cancer
- Living at or below 250% of the Federal Poverty Level
- Uninsured and not eligible for other resources
- Resident of Hays County

Eligibility for the program may change over time in accordance with the US Preventive Services Task Force guidelines for screening or other expert opinions in evidence based practice. A second source of referral is the Big Pink Bus, a mobile mammography unit operated by Lone Star Circle of Care.

1.4.2 Eligibility Determination

Patients are screened for eligibility by primary care and community providers and referred to UWATX. A primary referral source for Hays County is Community Action, an experienced provider of screening and navigation for people seeking breast health services.

- Providers are required to review financial documentation to determine income level and financial eligibility.
- Providers are required to screen individuals to determine eligibility for other state and federal resources, including Breast and Cervical Cancer Services (BCCS) and Medicaid for Breast and Cervical Cancer (MBCC) so that Hays funds dedicated to UWATX are used only where necessary to fill screening, diagnosis and treatment gaps

UWATX program staff reviews and verifies eligibility criteria.

1.4.3 Services

The funds for ACT – Rescue Hays will be used to cover the continuum of care required to identify and treat breast cancers including the following:

- Outreach
- Screening (at fixed sites or on the Big Pink Bus)
- Diagnostics and Biopsies
- Medical and Social Services Navigation
- Surgery
- Outpatient Treatment (e.g. chemotherapy infusion, radiation)
- Medications
- Administrative costs (No more than 10% of grant)

1.4.4 Monitoring & Oversight

Due to the Health Insurance Portability and Accountability Act (HIPAA), in order to protect sensitive patient health information from being disclosed without the patient's consent or knowledge UWATX as the subrecipient will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to UWATX's records pertaining to this program. Audits may be performed by the County to determine compliance with program requirements at the discretion of the County.

Oversight of spending and program progress will be monitored through submission of UWATX's general ledger. All of the providers who are screening, diagnosing or treating patients are providers of professional services. UWATX will track and verify costs for treating ACT patients.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

UWATX has provided a budget with estimated costs per line item along with the number of people they believe that they will reach with the ACT – Rescue Hays program. For the Outreach portion of the budget UWATX is targeting 3,551 residents for a total \$52,934 out of their total budget of \$1,187,219, or 4%. For comparison we can look at Deloitte's chief marketing officers (CMO) survey⁶ where on average, across multiple industries, marketing was 11% of the total company budget.

ACT Outreach Budget	4%
CMO Survey Marketing Budget	11%

The Screening Mammogram budget line estimates screening 870 people at a total cost (not covered by BCCS) of \$120,929. This results in an average cost of \$139 per screening which is based on the Medicaid rate. According to a study in the March 23 edition of Journal of American Medical Association Internal Medicine the average cost of screening mammography was \$353 per beneficiary.⁷

Act Screening Mammogram Budget	\$139
Average Cost of Screening Mammogram	\$353

The Diagnostic Services line item encompasses a multitude of potential services that are dependent on each individual's respective case. It also accounts for a de minimus 3% of the overall budget. Diagnostic services are paid at 100% of Medicaid rates. As such no direct cost comparison is being made.

The Treatment & Insurance line item is the largest cost driver in the budget at \$872,228 for 16 estimated patients yielding an average per patient cost of \$54,514. The proposed budget would pay for treatment and help qualifying individuals secure insurance and help pay the premiums for up to 2 years

⁶ <https://deloitte.wsj.com/articles/who-has-the-biggest-marketing-budgets-1485234137>

⁷ JAMA Internal Medicine | Use and Costs of Breast Cancer Screening for Women in Their 40s in a US Population With Private Insurance

from diagnosis. The average Texas health insurance premium is \$523 per month⁸, totaling \$12,558 for 24 months.

Table 1: Average per-Patient Allowed Costs, by Service Type⁹

ACT Treatment & Insurance Budget	\$54,514
Outpatient + Insurance	\$61,036
Inpatient + Insurance	\$36,599

Table 1 shows the average costs per patient allowed by the insurance company in the year after diagnosis for all stages of breast cancer according to a Journal of American Health & Drug Benefit study. Treatment, like diagnosis, is dependent on each patient’s situation therefore its costs can be wide ranging. Costs for inpatient procedures averaged \$12,248 over 2 years in the study while outpatient costs averaged \$36,385 over the same 2 years. There is also a myriad of other costs that could be applied in either case with an additional average cost of \$11,793 over 2 years.

In the budget provided by UWATX their prices are either below or in line with averages when compared to independent sources. The budget as presented is reasonable. It is important to note that these per patient costs are estimated based on the best data available, and that patient conditions vary widely, so cost line items may change. UWATX will report at least annually on any expected changes to all budget line items, and will be responsible for staying within the overall project budget.

3 ELIGIBILITY

3.1 FINAL RULE¹⁰

The following are enumerated projects that are deemed eligible by Treasury if they serve disproportionately impacted households and communities:

- Investments in neighborhoods to promote improved health outcomes
- Community health workers to help households access health & social services
- Integration of health services into other settings, and
- other investments in medical equipment & facilities designed to address health disparities

3.2 IMPACTED CLASS

Step 1. Identify a COVID-19 public health or negative economic impact on an individual or a class. Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by

⁸ <https://www.texashealthplancompare.com/app/full-benefit>

⁹Journal of American Health & Drug Benefit Comparison of Treatment Costs for Breast Cancer, by Tumor Stage and Type of Service

¹⁰ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID- 19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Step 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

SECOND AMENDMENT
HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH UNITED WAY FOR GREATER AUSTIN

This Second Amendment to the Hays County Funding Agreement for Social Services (the “Amendment”) is entered into by and between United Way for Greater Austin (the “Agency”) and Hays County, Texas (the “County”), parties to the Hays County Social Service Funding Agreement executed on or about August 17, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective July 30, 2024.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. Funding Agreement

a. **I. General Overview** is amended as follows:

“The Agency agrees to accept the not to exceed amount of ~~\$1,187,219.00~~ \$696,564.00 that will be disbursed from ARPA Act Funds.”

a. **III. County Performance Requirements** is amended as follows:

“3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over ~~\$1,187,219~~ \$696,564 from ARPA Act Funds.”

2. Project Writeup

a. **1.2 Designing A Response to A Pandemic Harm** is amended as follows:

“Hays County will provide cancer screening, diagnostics, treatment, and insurance to its residents through a subrecipient agreement of ~~\$1,187,219~~ \$696,564 with United Way for Greater Austin (UWATX).”

b. **1.3 Program Summary** is amended as follows:

“Addressing Cancer Together (ACT) - Rescue Hays will provide screening, diagnosis, navigation and treatment of breast cancer for people in Hays County through a subrecipient agreement of ~~\$1,187,219~~ \$696,564 with UWATX. ACT is operated by UWATX (a 501 (c)(3) that normally receives a substantial part of its support from a governmental unit or from the general public), which provides governance, grant management, financial oversight and patient support for identified patients. The ACT – Rescue Hays program will be part of a regional collaboration with Williamson County, Bastrop County, and the City of San Marcos where UWATX is providing the same services.

UWATX provides access and navigation to screening, diagnosis and treatment of breast cancer for women in Hays County who are uninsured and whose family income is at or below 250% of the federal poverty level. ~~UWATX will help uninsured individuals secure insurance and help pay the premiums for up to 2 years from diagnosis.~~ UWATX program staff reviews and verifies eligibility criteria and is contracted through a subrecipient agreement.”

c. **1.4 Program Outline** is amended as follows:

“A subrecipient agreement with the UWATX will support eligible Hays County residents to access screening, diagnosis and treatment of breast cancer. For those who are eligible, UWATX will pay for services and also help qualifying individuals ~~secure insurance and help pay the premiums for up to 2 years from diagnosis~~ access financial assistance programs that offset the cost of their care. ~~UWATX will work with Hays County and other community and civic partners to establish an appropriate mechanism to pay insurance premiums on behalf of patients to ensure support for the approach.”~~

d. **1.4.1 Eligibility** is amended as follows

“Eligibility for the program may change over time in accordance with the US Preventive Services Task Force guidelines for screening or other expert opinions in evidence based practice.”

e. **1.4.2 Eligibility Determination** is amended as follows:

“A primary referral source for Hays County is Community Action, an experienced provider of screening and navigation for people seeking breast health services. A second source of referral is the Big Pink Bus, a mobile mammography unit operated by Lone Star Circle of Care.”

f. **1.4.3 Services** is amended as follows:

- “
- Outreach
 - Screening (at fixed sites or on the Big Pink Bus)
 - Diagnostics and Biopsies
 - Medical and Social Services
 - Navigation
 - Surgery
 - Outpatient Treatment (e.g. chemotherapy infusion, radiation)
 - Medications
 - ~~Insurance Premiums for people who can transition to insurance~~
 - Administrative costs (No more than 10% of grant)”

g. **1.4.3 Monitoring & Oversight** is amended as follows:

“Oversight of spending and program progress will be monitored through submission of UWATX’s general ledger. All of the providers who are screening, diagnosing or treating patients are providers of professional services. UWATX and will track and verify costs for treating ACT patients ~~as they are submitted to UWATX.~~”

3. **Exhibit A** is amended as follows:

BUDGET ITEM	BUDGETED AMOUNT	REQUESTED CHANGE	REVISED BUDGET
SALARIES			

FRINGE BENEFITS			
PROFESSIONAL SERVICES - MEDICAL	\$727,000	(\$348,050)	\$377,950
INSURANCE PREMIUMS - ACCSS TRTMNT	\$297,000	(\$97,000)	\$97,000
OUTREACH	\$255,290		\$255,290
SUPPLIES			
CONTRACTUAL SERVICES			
RENT/UTILITIES			
DEPARTMENT SPECIFIC COSTS			
MISCELLANEOUS			
SUBCONTRACTS/CONSULTANTS			
INDIRECT COSTS	\$107,929	(\$44,605)	\$63,324
TOTAL	\$1,187,219	(\$490,655)	\$696,564

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

UNITED WAY FOR GREATER AUSTIN

HAYS COUNTY, TEXAS

David C. Smith, CEO

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk

**Hays County Commissioners Court**

Date: 07/30/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services Department to purchase two light kit packages for new leased vehicles, amend the budget accordingly, and authorize a waiver to the purchasing policy to obtain three quotes. **BECERRA/JONES**

Summary:

The OES department was approved two new vehicles during the FY25 budget process. The director would like to add lighting to these vehicles in order for the Director and Fire Investigative staff to utilize these vehicles during emergencies. The OES department typically utilizes FarrWest for their vehicle attachments, which are typically covered under their purchasing cooperative contract. The OED Department reached out to another vendor to obtain a comparative quote, and it was less than the contracted vendor. The OES department would like to move forward with the cheaper quote and obtain a waiver to the purchasing policy to move forward to get the vehicles outfitted in a timely manner.

Fiscal Impact:

Amount Requested: \$8,170

Line Item Number: 001-656-00.5713_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Salary and insurance savings are available for this purchase due to attrition.

\$8,170 - Increase Vehicles_Operating 001-656-00.5713_400

(\$3,270) - Decrease Staff Salaries 001-656-00.5021

(\$4,900) - Decrease Medical Insurance 001-656-00.5160_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: no

Comments: waiver to the purchasing policy

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

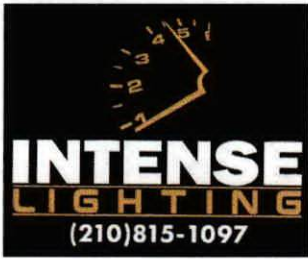
Comments:

Attachments

Intense Lighting Quote

ESTIMATE

Prepared For

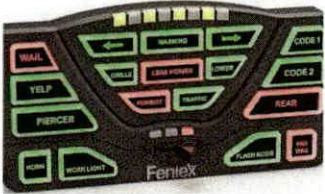



William Baumann - Hays County Office of
Emergency Services
810 S. Stagecoach Trail #1200
San Marcos, TX 78666
(817) 584-7455
(512) 749-1170

Intense Lighting

21027 Gregory Ln
San Antonio, Texas 78264
Phone: (210) 815-1097
Email: sam@ilmods.com
Web: www.ilmods.com

Estimate # 1065
Date 06/25/2024

Description	Rate	Quantity	Total
Fenix 4200 Controller 18 Button, Full Programmable, 3-Mode Slider.	\$450.00	1	\$450.00
			
Fenix StormPro 100w Siren Siren Unit 100w	\$170.00	1	\$170.00
			
Fenix Vanguard 100 Watt Speaker U Bracket included.	\$140.00	1	\$140.00



Feniex Quantum Visor
Single Color Default

\$650.00

1

\$650.00



Feniex Quantum Visor Upgrade - Dual Color
Dual Color Upgrade

\$150.00

1

\$150.00

Feniex QUAD Q3 Surface Mount
Q-1222
R W B A

\$50.00

4

\$200.00



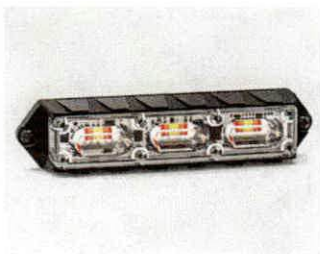
Feniex QUAD Surface Mount
R B W A
Surface Mount 60°

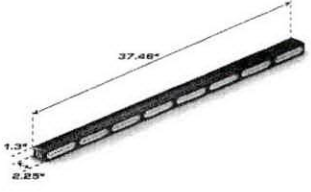
\$100.00

6

\$600.00

4x sides, 2x rear



Feniex QUAD Light Bracket - LP QUAD Surface Mount	\$20.00	1	\$20.00
Feniex QUAD Bracket - Rotating Rotating bracket.	\$19.00	4	\$76.00
Feniex Quantum 800 Light Stick Single Color Default	\$430.00	1	\$430.00
			
Feniex Quantum 800 Light Stick Upgrade - Dual Upgrade Dual Upgrade	\$120.00	1	\$120.00
Feniex Fusion Light Stick Brackets - End Cap L end cap brackets.	\$19.00	1	\$19.00
Installation - PD Official Government Agency	\$100.00	10	\$1,000.00
Misc Hardware, Wire, Etc. Fuses, wire, breakers, connectors, etc.	\$60.00	1	\$60.00

Subtotal	\$4,085.00
Total	\$4,085.00

~~X 2~~
\$8,170

Notes:

2024 Chevy Silverado 1500

Estimates are subject to change once the work has started. Based on customer request or specifications on vehicle uniqueness. Parts are priced and stay the same, brackets & some specifics might change when the actual install starts. THE INSTALL TIME IS AN ESTIMATE and has been formulated from past experience with the item and/or vehicle; install is actual time with the vehicle recorded to the minute.

-Payments will have a 3% fee on the total added to the invoice, if the bill is paid in more than 2 payments.

Intense Lighting Installation is issued a lifetime warranty on all labor performed on the vehicle. Previous work on the vehicle will not be covered, but can be repaired at a discounted rate, according to the job performed. Intense Lighting will troubleshoot, repair or replace the defective part at no charge to you, the customer. Scheduling must still be maintained to get the warranty completed. Please contact Intense Lighting to schedule the repair at your earliest convenience.

Deposits: Pre-planned Paid deposits are non-fundable. These deposits are only imposed for specific items or items that need to be saved/set-aside for a future install. Usually a discussion is had before asking for deposit. The deposit amount is still a good value amount for items, usually those specific items, to be given in place of that value. If a cash refund is given for an emergency situation, ALL warranty & future installs as a customer are forfeited.

HIDs & LEDs: 5 year warranty on all parts and labor. Altering and/or collisions are not covered but may be repaired at a discounted cost.

FENIEX GUARANTEE: Feniex Industries, Inc. warranties to the original purchaser that all our products shall be free from defects in material and workmanship. Feniex Industries speakers, and sirens, are warrantied for 2 years from the date of purchase. In addition, all other products are warrantied for 5 years from the date of purchase. Please refer to your product's instruction manual to verify the terms and conditions of your warranty.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Advisory Group Meetings on September 11-12, 2024, in Troy, Michigan. **INGALSBE/CUTLER**

Summary:

Approve out-of-state travel for Emergency Communications Manager Megan Jones to attend the Tyler Advisory Group Meetings on September 11-12, 2024, in Troy, Michigan. ECO Manager Jones is a member of the Tyler Advisory Board, and this is a required meeting for Advisory Board members. Funding for travel expenses, including hotel, airfare, and rental car fees, will be paid for out of the Sheriff's Office Continuing Education funds.

Fiscal Impact:

Amount Requested: \$1,600 (estimate)

Line Item Number: 001-618-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: must follow the purchasing policy for all expenses.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

**Hays County Commissioners Court**

Date: 07/30/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to use existing funds to purchase vehicle cages valued at \$29,546.10 from Dana Safety Supply, Inc. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office requests to use existing funds to purchase vehicle equipment valued at \$29,546.10 from Dana Safety Supply, Inc. using their TIPS contract #240102. The cages are needed for Jail transportation vehicles, and funding for this request is available in the Sheriff's Office Vehicle Capital general ledger. All items are covered under their TIPS contract except for the tinting services. Dana Safety Supply is attempting to add the tinting service under their current contract. If the tinting is not able to be added to the contract, then the Sheriff's Office will need to obtain three quotes per the purchasing policy.

Fiscal Impact:

Amount Requested: \$29,546.10

Line Item Number: 001-618-00.5413_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: The Interlocal Purchasing System (TIPS) Contract 240102, If tinting is not added to the contract, then they will need to obtain three quotes per the purchasing policy.

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dana Safety Quote #537751-A

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	537751-B
Customer No.	CVL

Bill To

COMMERCIAL VEHICLE LEASING LLC
 1400 W 7th St
 Ft Worth, TX 76102
 United States

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Crk
 San Antonio, TX 78266

Contact: JERRY HADDAD
 Telephone: 877-511-0101

Contact: SCOTT BEAL
 Telephone: 682-888-4235

E-mail: trinity.willis@dmcommercial.com ;coleen.greblic

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/25/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL SAN ANTONIO	MARTIN GONZALES			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	N	INFO TIPS USA CONTRACT #240-102 Warehouse: SANA	0.0000	0.00
5	5	N	INFO 2023 DODGE CHARGER PURSUIT - JAIL TRANSPORT Warehouse: SANA	0.0000	0.00
5	5	Y	425-6636 JOTTO 2011+ CHARGER CONSOLE W/DUAL CUPHOLDERS Warehouse: SANA MSRP: \$539.92	362.8300	1,814.15
5	5	Y	425-6260 JOTTO SIDE MOUNTED CONSOLE ARM REST Warehouse: SANA MSRP: \$91.78	54.4300	272.15
5	5	Y	425-6701 JOTTO FP Assy, 2" Blank Faceplate w/USB A/USB C & 12v Warehouse: SANA MSRP: \$128.24	103.0000	515.00
5	5	Y	425-3692 JD MIC CLIP BRACKET Warehouse: SANA MSRP: \$20.25	12.9600	64.80

Print Date	07/24/24
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Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	537751-B
Customer No.	CVL

Bill To

COMMERCIAL VEHICLE LEASING LLC
 1400 W 7th St
 Ft Worth, TX 76102
 United States

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Crk
 San Antonio, TX 78266

Contact: JERRY HADDAD
 Telephone: 877-511-0101

Contact: SCOTT BEAL
 Telephone: 682-888-4235

E-mail: trinity.willis@dmcommercial.com ;coleen.greblic

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/25/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL SAN ANTONIO	MARTIN GONZALES			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	425-1485 Jotto 4" Storage Box Warehouse: SANA MSRP: \$71.54	43.1900	215.95
5	5	Y	425-6583 JOTTO Harris XL185M/XL200M (REMOTE HEAD) Warehouse: SANA MSRP: \$49.94	20.0700	100.35
5	5	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: SANA MSRP: \$75.00	55.0000	275.00
5	5	Y	475-0803 JD SPACE CREATOR PARTITION, CENTER SLIDING WINDOW Warehouse: SANA MSRP: \$1,147.32	947.1200	4,735.60
5	5	Y	2023 DODGE CHARGER PARTITION 475-0412 JD LOWER SECURITY PANELS FOR CHARGER PARTITION Warehouse: SANA MSRP: \$101.24 2023 DODGE CHARGER PARTITION LOWER KICK PANELS	67.4900	337.45

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	537751-B
Customer No.	CVL

Bill To

COMMERCIAL VEHICLE LEASING LLC
 1400 W 7th St
 Ft Worth, TX 76102
 United States

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Crk
 San Antonio, TX 78266

Contact: JERRY HADDAD
 Telephone: 877-511-0101

Contact: SCOTT BEAL
 Telephone: 682-888-4235

E-mail: trinity.willis@dmcommercial.com ;coleen.greblic

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/25/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL SAN ANTONIO	MARTIN GONZALES			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	475-0228 JD VERTICAL WINDOW GUARDS FOR 2011+ CHARGER Warehouse: SANA MSRP: \$282.11	188.0800	940.40
5	5	Y	425-8103 JOTTO TRUNK TRAY FOR 2011 DODGE CHARGER Warehouse: SANA MSRP: \$630.00	440.0500	2,200.25
5	5	Y	TINT ALL WINDOWS AT 10% VLT - NO BROW Warehouse: SANA	325.0000	1,625.00
5	5	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: SANA HARRIS XL-200M RADIO WITH POWER, DATA CABLES, ANTENNA AND COAX COMPLETE AXON FLEET 3 CAMERA SYSTEM KIT	0.0000	0.00
5	5	Y	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: SANA MSRP: \$147.99	115.0000	575.00

Print Date	07/24/24
Print Time	10:01:53 AM
Page No.	3

Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	537751-B
Customer No.	CVL

Bill To

COMMERCIAL VEHICLE LEASING LLC
 1400 W 7th St
 Ft Worth, TX 76102
 United States

Ship To

(For Pickup)
 San Antonio -SANA
 8154 Bracken Crk
 San Antonio, TX 78266

Contact: JERRY HADDAD
 Telephone: 877-511-0101

Contact: SCOTT BEAL
 Telephone: 682-888-4235

E-mail: trinity.willis@dmcommercial.com ;coleen.greblic

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/25/24	Ground	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL SAN ANTONIO	MARTIN GONZALES			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
5	5	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: SANA MSRP: \$82.99	55.0000	275.00
5	5	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: SANA MSRP: \$52.49	45.0000	225.00
5	5	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA MSRP: \$350.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	225.0000	1,125.00
100	100	Y	LABOR LABOR Warehouse: SANA	120.0000	12,000.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA	0.0000	0.00

Print Date	07/24/24
Print Time	10:01:53 AM
Page No.	4

Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
06/25/24	Ground	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Scott Beal		SCOTT BEAL SAN ANTONIO	MARTIN GONZALES		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

Print Date	07/24/24
Print Time	10:01:53 AM
Page No.	1

Subtotal	27,296.10
Freight	2,250.00
Order Total	29,546.10

Printed By: Scott Beal



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office - Jail Division to purchase a replacement HVAC unit valued at \$14,667.75 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

RTU2, located at the Jail, was serviced by SI Mechanical, and it was determined that it has a leaking coil and requires replacement. SI Mechanical holds the county's HVAC contract and provided that replacing the unit at \$14,667.75 would be more cost-effective than repairs totaling \$7,720.45. The unit is in stock and will be replaced by the end of the fiscal year. Attached is SI Mechanical's quote, which references RFP 2022-P08 HVAC--Maintenance & Repair Services Contract.

Fiscal Impact:

Amount Requested: \$14,667.75

Line Item Number: 001-618-03.5719_700

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$14,668 - Increase Misc. Equipment_Capital 001-618-03.5719_700

(\$14,668) - Decrease Staff Salaries 001-618-03.5021

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2022-P08 HVAC -- Maintenance & Repair Services, Jail

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote



Estimate

June 26, 2024

TACLA00045892C
M-40867
BuyBoard# 638-21

To: Hays County - Jail
Attn: Charles Dauwalder
Re: RTU #2 Replacement

We propose to install the follow **HVAC** work as outlined below per RFP 2022-P08 HVAC - Maintenance & Repair Services Contract.

Labor	Hours	Rate	Materials & Tools	Rentals / Subcontractors	Incured Cost
Tech(s).....	16	\$105.00	Materials.....	Sub/Rental(s).....	Hours.... \$
Hepler(s).....	16	\$75.00	Markup @ 25%..	Markup @ 15%....	Rate..... \$
Total.....		\$2,880.00	Total.....	Total.....	Total..... \$
					-
					-
					-

HVAC Work: \$14,667.75
Tax 8.25% \$0.00
Total Price \$14,667.75

Scope of Work:

1. Furnish and install: (1) 5-Ton 460v/3ph Carrier RTU, (1) Carrier 21.5KW Heat Kit, (1) Economizer, (1) Hail Guard Kit, and Misc. Pipe Supplies
2. Lock-out, Tag-out & Deenergize energy source.
3. Disconnect power, condensate lines, ductwork, and unit from curb.
4. Remove old unit and set new via crane.
5. Reconnect power, condensate lines, ductwork, and unit to curb.
6. Startup unit and verify all operations.
7. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No other repairs are in this proposal other then listed above.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

Josh Abbott
Service Department Manager
Office# 512-593-6001 ext. 103
Cell# 512-423-2970
Email# Josha@simechanical.com

Signed:

Acceptance of Proposal:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

13. SI Mechancial, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. SI Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. SI Mechanical, LLC does not accept consequential damages or liquidated damges unless agreed to in writing.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to use existing funds to purchase twelve (12) Stalker Radar systems valued at \$29,040.00 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office requests to use existing funds to purchase radar systems valued at \$29,040 from Applied Concepts Inc., using Buyboard contract number 703-23. The radars will outfit vehicles recently received in the approved FY 2024 vehicle schedule. The current radars are no longer operable, and the software is obsolete and requires replacement. Funding for this purchase request is available in the Sheriff's Office Vehicle Capital general ledger.

Fiscal Impact:

Amount Requested: \$29,040

Line Item Number: 001-618-00.5717_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$29,040 - Increase Law Enforcement Equipment_Operating 001-618-00.5717_400

(\$29,040) - Decrease Vehicles_Capital 001-618-00.5713_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Buyboard 703-23

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Applied Concepts Quote



QUOTE

2091056

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 07/24/24

Inside Sales Partner:	Vanna Moore vanna.moore@a-concepts.com	Reg Sales Mgr:	Christopher Decker 972-398-3780 chris.decker@stalkerradar.com
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Effective From : 07/01/2024

Valid Through: 09/29/2024

Lead Time: 80 working days

Bill To: Hays Co Auditors Office 810 S Stagecoach Trl San Marcos, TX 78666-3900	Customer ID: 009407 Accounts Payable	Ship To: Hays Co Sheriffs Office 1307 Uhland Rd San Marcos, TX 78666-8217	<i>FedEx Ground</i> Fleet Manager Martin Gonzales
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	12	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,420.00	\$29,040.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	12	200-0998-50	Dual Enhanced Counting Unit, 1.5 PCB, ARM Processor		\$0.00
2	12	200-1571-00	Dual SL Modular OSC Display		\$0.00
3	24	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	12	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
5	12	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	12	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	12	200-0243-00	Counting/Display Tall Mount		\$0.00
8	12	200-0244-00	Antenna Dash Mount		\$0.00
9	12	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	12	200-0648-00	Display Sun Shield		\$0.00
11	12	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	12	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	12	200-0622-00	VSS Cable Kit		\$0.00
14	12	200-0820-00	Dual Manual Kit		\$0.00
15	12	006-0096-00	Fan Noise Suppression Addendum - Dual SL		\$0.00
16	12	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	12	005-1468-00	Dual Certified Package		\$0.00
18	12	060-1000-36	36 Month Warranty		\$0.00

Group Total \$29,040.00

Product	\$29,040.00	Sub-Total:	\$29,040.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	~ Actual ~
		Total: USD	\$29,040.00

Contract Name: BuyBoard 2024
Contract #: 703-23 Vehicle Information:
2023 Dodge Charger

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize an amendment to the Sheriff's Office Rural Law Enforcement Grant Program budget of \$22,300.40 related to the increased cost of an approved vehicle purchase. **INGALSBE/CUTLER**

Summary:

In March this year, the court accepted a \$500,000 grant award to the Sheriff's Office from the Texas Comptroller of Public Accounts. The grant funds are approved to be used by the Sheriff's Office to increase salaries, hire additional deputies or staff, or purchase vehicles, firearms, and safety equipment. At this time, savings within the grant award of \$22,300 have been identified to cover a price increase of the purchase of a transit van for transportation purposes.

Fiscal Impact:

Amount Requested: \$22,300.40

Line Item Number: 001-618-99-214.5713_700

Budget Office:

Source of Funds: Texas Comptroller Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$22,301 - Increase Vehicles_Capital 001-618-99-214.5713_700

(\$7,500) - Decrease Law Enforcement Supplies 001-618-99-214.5206

(\$3,001) - Decrease Law Enforcement Supplies_Ammunition 001-618-99-214.5206_010

(\$7,000) - Decrease Law Enforcement Equipment_Operating 001-618-99-214.5717_400

(\$4,800) - Decrease Law Enforcement Equipment_Capital 001-618-99-214.5717_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: purchase needs to follow the purchasing polciy

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Cohen

Agenda Item

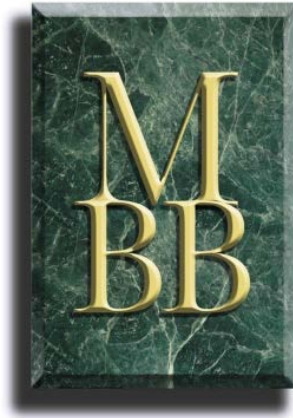
Accept the Fiscal Year 2023 Hays County Emergency Services District #2 Audit Report per Texas Health and Safety Code 775.082. **SMITH/COHEN/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated May 16, 2024, is attached.

Attachments

ESD #2 FY2023 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

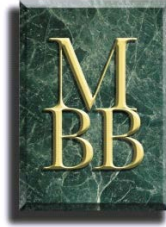
INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

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Statement of Activities and Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances	7
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Budgetary Comparison Schedule - General Fund	13



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Fire Commissioners
Hays County Emergency Services District #2

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #2 (District), as of and for the year ended September 30, 2023 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2023 and the respective changes in financial position and, where applicable, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

2110 Boca Raton Drive
Building B, Suite 102
Austin TX 78747
512.442.0380
www.montemayor.team



Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

May 16, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #2 ("the District") for the year ended September 30, 2023. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax rate was assessed at \$.0674 per \$100 of assessed valuation for the year ended September 30, 2023. Property tax revenues for the year were \$4,748,339, an increase of \$589,762 over the prior year.
- The District incurred an increase in net position of \$1,890,041 for the year.
- Cash and investments amounted to \$6,420,512 at September 30, 2023, which represented an increase of \$1,968,122 over the \$4,452,390 balance at September 30, 2022.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statement

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end). Because the District's principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. Both the Governmental Funds balance sheet and the Governmental

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

MANAGEMENT'S DISCUSSION AND ANALYSIS

Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets less liabilities) was \$7,316,533 as of September 30, 2023. The District's net position includes a net investment of \$990,011 in capital assets and \$6,326,522, which is unrestricted, and available to meet the District's ongoing obligations to citizens. The tables below summarize the financial position of the District at September 30, 2023 and 2022 and the results of operations for the same years ended.

<u>Assets</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Current	\$6,526,522	\$4,499,254
Capital, net	<u>990,011</u>	<u>1,061,480</u>
Total assets	<u>7,516,533</u>	<u>5,560,734</u>
<u>Total liabilities</u>	<u>200,000</u>	<u>134,242</u>
<u>Net position</u>		
Net investment in capital assets	990,011	1,061,480
Unrestricted	<u>6,326,522</u>	<u>4,365,012</u>
Total net position	<u>\$7,316,533</u>	<u>\$5,426,492</u>
<u>Revenues</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Ad Valorem property taxes	\$4,748,339	\$4,158,577
Interest and other	<u>370,306</u>	<u>105,836</u>
Total revenues	<u>5,118,645</u>	<u>4,264,413</u>
<u>Expenses</u>		
ESD#8 contract	2,436,088	2,243,481
Station user fee	550,000	550,000
Tax collection fees	30,162	32,946
Facilities and equipment	23,887	0
Administrative	0	3,582
Professional services	5,609	4,589
Depreciation	<u>182,858</u>	<u>181,533</u>
Total expenses	<u>3,228,604</u>	<u>3,016,131</u>
Change in net position	1,890,041	1,248,282
Net position, beginning	<u>5,426,492</u>	<u>4,178,210</u>
Net position, ending	<u>\$7,316,533</u>	<u>\$5,426,492</u>

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2023, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of \$6,262,445, an increase of \$1,944,297 over the year-ended September 30,

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

MANAGEMENT'S DISCUSSION AND ANALYSIS

2023. The District's ending unassigned fund balance of \$6,220,512 was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$436,680, or 9%, over budget, due to \$270,778 more than anticipated in interest income, \$94,528 more than anticipated in other income, and \$71,374 more than anticipated in Ad Valorem tax revenue. Expenses for the General Fund were \$519,818 less than budget, a variance of (14%). The budget variance resulted primarily from the budget for emergency/contingency equipment and new equipment of \$250,000 not being utilized, as well as facilities and equipment being \$100,513 less than anticipated and capital outlay being \$114,211 less than anticipated.

Capital Asset Administration

At September 30, 2023, the District had \$990,011 invested in capital assets, which consists of ambulances, vehicles and equipment. Current year activity consists of additions of \$111,389 offset by \$182,858 in depreciation expense.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2023-2024 is expected to provide an approximately \$430,000 increase in tax revenues for the next fiscal year.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Halley Ortiz, President
Hays County Emergency Services District #2
P.O. Box 153
Buda, TX 78610

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2023

	<u>General Fund</u>	Adjustments <u>(Note 7)</u>	<u>Statement of Net Position</u>
ASSETS			
Cash	\$184,195		\$184,195
Short-term investments	6,236,317		6,236,317
Taxes receivable	64,077		64,077
Prepaid expenses	41,933		41,933
Capital assets, net of depreciation	<u>0</u>	990,011	<u>990,011</u>
	<u>\$6,526,522</u>		<u>7,516,533</u>
LIABILITIES			
Current liabilities:			
Grant advance	<u>\$200,000</u>		<u>200,000</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	<u>64,077</u>	(64,077)	0
FUND BALANCES/NET POSITION			
FUND BALANCE			
Fund balance - nonspendable	41,933	(41,933)	
Fund balance - unassigned	<u>6,220,512</u>	(6,220,512)	
	<u>6,262,445</u>		
	<u>\$6,526,522</u>		
NET POSITION			
Net investment in capital assets		990,011	990,011
Unrestricted		6,326,522	<u>6,326,522</u>
			<u>\$7,316,533</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

EXPENDITURES/EXPENSES:	General Fund	Adjustments (Note 7)	Statement of Activities
ESD#8 contract	\$2,436,088		\$2,436,088
Station user fees	550,000		550,000
Tax collection fees	30,162		30,162
Facilities and equipment	23,887		23,887
Professional services	5,609		5,609
Depreciation	0	182,858	182,858
Capital outlay	<u>111,389</u>	<u>(111,389)</u>	<u>0</u>
	<u>3,157,135</u>		<u>3,228,604</u>
GENERAL REVENUES:			
Ad Valorem tax revenues	4,731,126	17,213	4,748,339
Interest	275,778		275,778
Other income	<u>94,528</u>		<u>94,528</u>
	<u>5,101,432</u>		<u>5,118,645</u>
CHANGE IN FUND BALANCE/NET POSITION	1,944,297		1,890,041
BEGINNING FUND BALANCE/NET POSITION	<u>4,318,148</u>		<u>5,426,492</u>
ENDING FUND BALANCE/NET POSITION	<u>\$6,262,445</u>		<u>\$7,316,533</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

Emergency services districts may be organized in the State of Texas under the provisions of Article III, Section 48-3 of the State Constitution. The Hays County Emergency Services District #2 (the District) was created in 1989 by an election of the residents of Hays County. The District was established to arrange for emergency services within its boundaries. The District operated under the Health and Safety Code in Chapter 775, Emergency Services District. The District contracts with, and disburses funds to, the Hays County Emergency Services District #8 located in Buda to provide for services within the District's boundaries. The District has no employees.

The District is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets the requirements for inclusion in the District's financial statements.

The District is governed by a five-member Board of Fire Commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The District has no employees, office location or fixed assets. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported by ad valorem property taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

CAPITAL ASSETS

Capital assets are recorded at cost (or estimated historical cost) and the time of acquisition and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal maintenance and repairs that do not add value to the asset or materially extend its life are expensed as incurred. Depreciation is calculated on a straight-line base over the estimated useful life of the asset: ten years for ambulances and vehicles and five years for equipment.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS AND INVESTMENTS

At September 30, 2023, the carrying amount and the bank balance of the District's cash deposits was \$184,195 and the bank balance was \$185,295. The District did not have any deposits in excess of FDIC insurance.

The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with the Texas Public Funds Investment Act, Chapter 2256 of the Texas Government Code. Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in the Texas Local Government Investment Pool (TexPool). TexPool investments are carried at amortized cost, which approximates fair value. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller.

TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00, although this cannot be fully guaranteed. TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2023, the TexPool portfolio had a weighted average maturity of 28 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of value. Ad Valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2022 levy was \$.0674 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

NOTES TO FINANCIAL STATEMENTS

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets being depreciated:</u>				
Ambulances and vehicles	\$1,398,707	\$0	\$0	\$1,398,707
Equipment	<u>854,713</u>	<u>111,389</u>	<u>0</u>	<u>966,102</u>
	<u>2,253,420</u>	<u>111,389</u>	<u>0</u>	<u>2,364,809</u>
<u>Accumulated depreciation</u>				
Ambulances and vehicles	(628,780)	(117,643)	0	(746,423)
Equipment	<u>(563,160)</u>	<u>(65,215)</u>	<u>0</u>	<u>(628,375)</u>
Total accumulated depreciation	<u>(1,191,940)</u>	<u>(182,858)</u>	<u>0</u>	<u>(1,374,798)</u>
Total capital assets	<u>\$1,061,480</u>	<u>(\$71,469)</u>	<u>\$0</u>	<u>\$990,011</u>

NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, damage and destruction of assets, errors and omissions, lawsuits and natural disasters. The District purchases insurance to provide coverage for these risks.

NOTE 7: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$6,262,445
Increase net position for capital assets not reported in the fund financial statements	990,011
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	<u>64,077</u>
Net position - governmental activities	<u>\$7,316,533</u>
Change in fund balance - general fund	\$1,944,297
Depreciation expense not recognized in the fund financial statements	(182,858)
Capital outlay recognized in the fund financial statements and not in the government-wide financial statements	111,389
Change in taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	<u>17,213</u>
Change in net position - governmental activities	<u>\$1,890,041</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

NOTES TO FINANCIAL STATEMENTS

NOTE 8: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. There were no amendments during the year. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, Ad valorem property taxes, other income and interest revenue were higher than budgeted, and tax collection fees, professional fees, facility and equipment expense and capital outlay were less than anticipated. Additionally, the budget for emergency/contingency equipment was not utilized.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #2

BUDGETARY COMPARISON SCHEDULE-GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original and Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
GENERAL REVENUES			
Ad Valorem tax revenues	\$4,659,752	\$4,731,126	\$71,374
Interest	5,000	275,778	270,778
Other income	<u>0</u>	<u>94,528</u>	<u>94,528</u>
	<u>4,664,752</u>	<u>5,101,432</u>	<u>436,680</u>
EXPENDITURES			
ESD #8 contract	2,436,088	2,436,088	0
Station user fee	550,000	550,000	0
Emergency/contingency equipment	250,000	0	250,000
Tax collection fees	31,766	30,162	1,604
Facilities and equipment	124,400	23,887	100,513
Professional fees	59,100	5,609	53,491
Capital outlay	<u>225,600</u>	<u>111,389</u>	<u>114,211</u>
	<u>3,676,954</u>	<u>3,157,135</u>	<u>519,819</u>
CHANGE IN FUND BALANCE	987,798	1,944,297	956,499
BEGINNING FUND BALANCE	<u>4,318,148</u>	<u>4,318,148</u>	<u>0</u>
ENDING FUND BALANCE	<u>\$5,305,946</u>	<u>\$6,262,445</u>	<u>\$956,499</u>

See Independent Auditor's Report



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

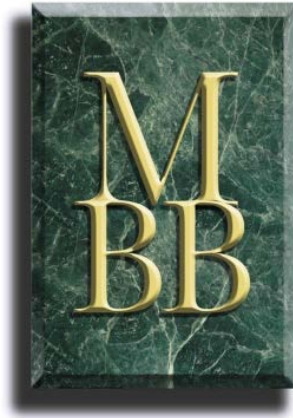
Accept the Fiscal Year 2023 Hays County Emergency Services District #3 Audit Report per Texas Health and Safety Code 775.082. **SHELL/INGALSBE/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated June 14, 2024, is attached.

Attachments

HCESD#3 FY2023 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

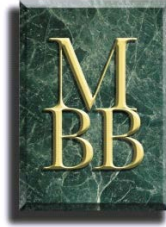
INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

DECEMBER 31, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

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Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Commissioners and Management
Hays County Emergency Services District #3

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Hays County Emergency Services District #3 (District), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of December 31, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

2110 Boca Raton Drive
Building B, Suite 102
Austin TX 78747
512.442.0380
www.montemayor.team



Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-6, and the general fund budgetary comparison schedule on page 20 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Brittan Bender PC

June 14, 2024
Austin, Texas

HAY COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT’S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2023

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #3 (“the District”) for the year ended December 31, 2023. Please read it in conjunction with the District’s financial statements, which follow this section.

Financial Highlights

- The District’s property tax revenues for the year totaled \$1,628,640, an increase of \$242,972 over prior year.
- The District’s sales tax revenue for the year totaled \$2,524,898, an increase of \$312,925 over the prior year.
- The District incurred an increase in net position of \$1,319,267 for the year.
- Capital assets decreased by \$418,264, due to additions of equipment, furniture and equipment, vehicles, and work in progress of \$375,859, offset by depreciation expense of \$630,269 and disposals of \$163,854.
- Debt decreased by \$521,683, due to principal payments on existing debt.

Overview of the Financial Statements

This annual report consists of three parts—*management’s discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District’s assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 60 days after year-end).

Because the District’s principal source of revenue is property and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements.

HAY COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2023

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the Governmental Funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenue, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

The District maintains two funds, the General Fund and the Debt Service Fund.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets plus deferred outflows less liabilities and deferred inflows) was \$11,016,888 as of December 31, 2023. Capital assets, net of depreciation and related debt, accounted for \$6,686,386 or 61% of the total net position. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire and rescue operations and emergency services to the community. \$4,018,353 of net position of is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarize the financial position of the District at December 31, 2023 and 2022 and the results of operations for the same years ended.

<u>Assets</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Current and other assets	\$6,561,819	\$5,095,174
Capital assets, net of accumulated depreciation	<u>7,204,616</u>	<u>7,622,880</u>
Total assets	<u>13,766,435</u>	<u>12,718,054</u>
 <u>Liabilities</u>		
Current and other liabilities	263,748	354,376
Long-term liabilities	<u>518,230</u>	<u>1,039,913</u>
Total liabilities	<u>781,978</u>	<u>1,394,289</u>
 <u>Deferred inflows of resources-property taxes</u>	<u>1,967,559</u>	<u>1,626,134</u>
 <u>Net position</u>		
Net investment in capital assets, net of debt	6,686,386	6,582,967
Restricted	312,159	307,208
Unrestricted	<u>4,018,353</u>	<u>2,807,456</u>
Total net position	<u>\$11,016,898</u>	<u>\$9,697,631</u>

HAY COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2023

<u>Revenues</u>	<u>12/31/2023</u>	<u>12/31/2022</u>
Program revenues:		
Charges for services	\$507,022	\$569,051
Operating grants	3,738	49,535
General revenues:		
Property taxes	1,628,640	1,385,668
Sales taxes	2,524,898	2,211,973
Other	<u>81,930</u>	<u>68,687</u>
Total revenues	<u>4,746,228</u>	<u>4,284,914</u>
 <u>Expenses</u>		
Fire and emergency services	2,772,492	2,266,041
Depreciation	630,269	598,143
Interest expense	<u>24,200</u>	<u>38,909</u>
Total expenses	<u>3,426,961</u>	<u>2,903,093</u>
 Change in net position	1,319,267	1,381,821
Net position, beginning	<u>9,697,631</u>	<u>8,315,810</u>
Net position, ending	<u><u>\$11,016,898</u></u>	<u><u>\$9,697,631</u></u>

Financial Analysis of the Governmental Funds

The focus of the District's Governmental Funds is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the year-ended December 31, 2023, the General Fund reported ending fund balance of \$4,003,295, an increase of \$1,220,279 from the prior year. The District's ending unassigned fund balance was \$3,898,028, which was unencumbered and available for spending at the District's discretion.

During the year-ended December 31, 2023, the Debt Service Fund reported ending fund balance of \$312,159, an increase of \$4,951 from the prior year. The District's ending fund balance was restricted for debt service.

General Fund Budgetary Highlights

General Fund revenues were \$548,826 over budget, due to sales tax and property tax revenues of \$695,887 and interest income of \$46,861 more than budget, offset by \$78,944 less than anticipated grants and other revenues and \$114,978 less than Texas Fire Academy revenue. Expenses for the General Fund were \$522,326 more than budget. The budget variance resulted primarily from more than anticipated capital outlay (\$320,859), personnel expense (\$141,991), general and administrative expense (\$144,123), station repairs, maintenance and supplies (\$29,895), communications (\$14,606) and \$35,037 in unbudgeted bad debt expense, offset by lower than anticipated Texas Fire Academy expenses (\$103,020) and training expense (\$64,001). The variances in all other expenses compared to budget was not significant. The budget was not amended during the year.

HAY COUNTY EMERGENCY SERVICES DISTRICT #3
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED DECEMBER 31, 2022

Capital Assets

The District's capital assets, net of accumulated depreciation, were \$7,204,616 at year-end. Capital assets decreased by \$418,264, due to additions of equipment, furniture and equipment, vehicles, and work in progress of \$375,859, offset by depreciation expense of \$630,269 and loss on disposal of \$163,854.

Debt

The District's long-term debt at December 31, 2023, net of the current portion, amounted to \$287,473. The current portion of long-term debt was \$230,757. The debt is collateralized by an interest in property tax revenues.

Economic Factors, Future Years' Budgets and Tax Rates

The October 2023 tax rate of \$.10 per \$100 of assessed valuation for 2024 year remained the same as 2023. The tax levy for the 2024 year is expected to provide an approximately \$334,000 increase in property tax revenues for the next year. Additionally, the District collects sales tax revenues. The budget for fiscal 2024 sales taxes is \$2,519,783 and collections for the three months of 2024 were approximately \$848,076.

The District considers many factors when approving budgets for the next year's activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Hays County Emergency Services District #3
3528 Hunter Road
San Marcos, TX 78666

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
STATEMENT OF NET POSITION
DECEMBER 31, 2023

ASSETS	<u>Governmental Activities</u>
Cash and cash equivalents	\$3,974,574
Due from other governments	30,066
Property taxes receivable	1,990,348
Sales tax receivable	440,169
Other receivables	21,395
Prepaid expenses and inventory	<u>105,267</u>
	<u>6,561,819</u>
Capital assets:	
Land	126,078
Work in progress	144,089
Other capital assets, net of accumulated depreciation	<u>6,934,449</u>
	<u>7,204,616</u>
	<u>13,766,435</u>
 LIABILITIES	
Accounts payable	41,470
Accrued liabilities	129,801
Texas Fire Academy deposits	92,477
Long-term liabilities:	
Due within one year	230,757
Due in more than one year	<u>287,473</u>
	<u>781,978</u>
DEFERRED INFLOWS OF RESOURCES- property taxes levied for subsequent period	<u>1,967,559</u>
 NET POSITION	
Net investment in capital assets	6,686,386
Restricted-debt service	312,159
Unrestricted	<u>4,018,353</u>
	<u><u>\$11,016,898</u></u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

STATEMENT OF ACTIVITIES

YEAR ENDED DECEMBER 31, 2023

Functions/Programs		<u>Program Revenues</u>		Net (Expenses) Revenue and Change in Net Position
<u>Primary government:</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating grants and Contributions</u>	<u>Governmental Activities</u>
Government activities:				
General government	\$3,402,761	\$507,022	\$3,738	(\$2,892,001)
Interest expense	<u>24,200</u>	<u>0</u>	<u>0</u>	<u>(24,200)</u>
	<u>\$3,426,961</u>	<u>\$507,022</u>	<u>\$3,738</u>	<u>(2,916,201)</u>
 <u>General Revenues:</u>				
Property taxes				1,628,640
Sales tax				2,524,898
Interest and other				<u>81,930</u>
				<u>4,235,468</u>
Change in net position				1,319,267
Net position-beginning				<u>9,697,631</u>
Net position-ending				<u>\$11,016,898</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

GOVERNMENTAL FUNDS BALANCE SHEET

DECEMBER 31, 2023

	<u>General</u>	<u>Debt Service</u>	<u>Total Governmental</u>
ASSETS			
Cash and cash equivalents	\$3,662,415	\$312,159	\$3,974,574
Due from other governments	30,066	0	30,066
Property taxes receivable	1,990,348	0	1,990,348
Sales tax receivable	440,169	0	440,169
Other receivables	21,395	0	21,395
Prepaid expenses and inventory	<u>105,267</u>	<u>0</u>	<u>105,267</u>
	<u>\$6,249,660</u>	<u>\$312,159</u>	<u>\$6,561,819</u>
LIABILITIES			
Accounts payable	\$41,470	\$0	\$41,470
Accrued expenses	85,793	0	85,793
Texas Fire Academy deposits	<u>92,477</u>	<u>0</u>	<u>92,477</u>
	<u>219,740</u>	<u>0</u>	<u>219,740</u>
DEFERRED INFLOWS OF RESOURCES			
Property taxes levied for subsequent period	1,967,559	0	1,967,559
Unavailable revenue – delinquent property taxes	<u>59,066</u>	<u>0</u>	<u>59,066</u>
	<u>2,026,625</u>	<u>0</u>	<u>2,026,625</u>
FUND BALANCES			
Nonspendable	105,267	0	105,267
Restricted- debt service	0	312,159	312,159
Unassigned	<u>3,898,028</u>	<u>0</u>	<u>3,898,028</u>
	<u>4,003,295</u>	<u>312,159</u>	<u>4,315,454</u>
	<u>\$6,249,660</u>	<u>\$312,159</u>	<u>\$6,561,819</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

**RECONCILIATION OF GOVERNMENTAL FUNDS BALANCE SHEET
TO STATEMENT OF NET POSITION**

DECEMBER 31, 2023

Total Fund Balances - Governmental Funds	\$4,315,454
Increase net position for capital assets not reported in the fund financial statements	7,204,616
Property taxes to be received more than 60 days after year end are unavailable to be spent and thus are deferred inflows in the fund financial statements.	59,066
Accrued leave not reported in the fund statements as it is not paid with current resources	(44,008)
Long-term debt not reported in the fund statements as it is not paid with current resources	<u>(518,230)</u>
Net Position of Governmental Activities	<u>\$11,016,898</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

**GOVERNMENTAL FUNDS STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCES**

YEAR ENDED DECEMBER 31, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total Governmental Funds</u>
REVENUE			
Property taxes	\$1,627,908	\$0	\$1,627,908
Sales tax	2,524,898	0	2,524,898
Texas Fire Academy charges for service	507,022	0	507,022
Interest	57,461	4,951	62,412
Grants and other	<u>23,256</u>	<u>0</u>	<u>23,256</u>
	<u>4,740,545</u>	<u>4,951</u>	<u>4,745,496</u>
EXPENDITURES			
Current service operations:			
Personnel	1,493,216	0	1,493,216
General and administrative	321,723	0	321,723
Apparatus	196,622	0	196,622
Texas Fire Academy	173,880	0	173,880
Station repairs, maintenance and supplies	171,395	0	171,395
Personal equipment	91,902	0	91,902
Communications	89,106	0	89,106
Bad debt	35,037	0	35,037
Training	25,699	0	25,699
Debt service-principal	521,683	0	521,683
Debt service-interest	24,144	0	24,144
Capital outlay	<u>375,859</u>	<u>0</u>	<u>375,859</u>
	<u>3,520,266</u>	<u>0</u>	<u>3,520,266</u>
Net change in fund balance	1,220,279	4,951	1,225,230
Beginning fund balance	<u>2,783,016</u>	<u>307,208</u>	<u>3,090,224</u>
Ending fund balance	<u>\$4,003,295</u>	<u>\$312,159</u>	<u>\$4,315,454</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

**RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

YEAR ENDED DECEMBER 31, 2023

Net Change in Fund Balances - Governmental Funds	\$1,225,230
Change in delinquent tax revenues deferred in the fund statements	732
Depreciation expense is not reflected in the governmental funds	(630,269)
Loss on disposal of capital assets is not reflected in the governmental funds	(163,854)
Capital outlays recognized as expenditures in the fund statements	375,859
Long-term debt payments recognized as expenditures in the fund statements	521,683
Change in accrued leave not reported in the fund statements	(10,058)
Change in accrued interest on long-term debt not reported in the fund statements	<u>(56)</u>
Change in Net Position of Governmental Activities	<u>\$1,319,267</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 1: REPORTING ENTITY

The Hays County Emergency Services District #3 (the District) is a political subdivision of the State of Texas formed in July 1998 pursuant to Section 775 of the Texas Health and Safety Code. The District was formed to provide fire and rescue operations and emergency services to the citizens of its District. The District also provides a fire training academy. The District is governed by a five-member Board of Commissioners appointed by the Hays County Commissioners Court.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the District conform to U.S. generally accepted accounting principles applicable to state and local governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA) and by the Financial Accounting Standards Board (when applicable). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities with the interfund activities removed. Governmental activities include programs supported primarily by taxes and fees charged to purveyors.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's government activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the Statement of Activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

FUND FINANCIAL STATEMENTS

The District segregates transactions related to certain functions or transactions in separate funds in order to aid financial management and to demonstrate legal compliance. Separate statements are presented for governmental activities. Major funds are determined by criteria specified by GASB. Governmental funds are those funds through which most governmental functions typically are financed. The measurement focus of governmental funds is on the sources, uses, and balance of current financial resources.

The District reports the following major governmental funds:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General Fund- the General Fund is the primary operating fund of the District. This fund is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund.

Debt Service Fund- the Debt Service Fund is used to account for resources accumulated for the payment of principal and interest on long-term debt, as required by the loan agreement associated with the construction of the Hunter Road Station.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The government-wide financial statements are reported using the flow of economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements use the modified accrual basis of accounting. This basis of accounting recognizes revenues in the period in which they become susceptible to accrual, i.e. both measurable and available. Revenues are considered to be available when they are collectible, within the current period or soon enough thereafter to pay liabilities of the current period (defined by the District as collected within 60 days of year end). Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. The reported fund balance of governmental funds is considered a measure of available spendable resources.

RESTRICTED RESOURCES AND FUND BALANCE SPENDING

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

The revenues susceptible to accrual are property taxes, sales tax, charges for services, grants and interest income. All other governmental revenues are recognized when received, as they are deemed immaterial.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash in demand accounts, certificates of deposit, savings accounts, and short-term highly liquid investments with original maturities of 3 months or less.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2023 levy was \$0.10 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

BUDGET

The District adopts annual budgets for the General Fund. The District amends the budgets as needed during the year. All annual appropriations lapse at fiscal year-end.

ESTIMATES

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

INVENTORY

Inventories of consumable supplies are valued at the lower of cost or net realizable value determined by the first in/first out method. The costs of government fund inventories are recorded as expenditures when consumed.

TEXAS FIRE ACADEMY DEPOSITS

Texas Fire Academy deposits consist of payments made by participants in advance of the applicable training program.

CAPITAL ASSETS

All capital assets are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are recorded at their estimated fair value at the date of the donation. Repairs and maintenance are recorded as expenditures or expenses; renewals and betterments are capitalized. Depreciation has been calculated on each class of depreciable property using the straight-line method, over 5-30 years.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

DEFERRED INFLOWS OF RESOURCES

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time.

The District has one type of item which qualifies for reporting in this category- property taxes. The collection of taxes from the October 1, 2023 levy are considered deferred inflows of resources until the subsequent calendar year in the statement of financial position and in the governmental funds balance sheet. Unavailable revenue for delinquent taxes is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow in the period that they become available.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations on the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

TRANSACTIONS BETWEEN FUNDS

Short-term advances between funds are accounted for in the appropriate interfund receivable and payable accounts. Transactions between funds that would be treated as revenues, expenditures or expenses if they involved organizations external to the government unit are accounted for as revenues, expenditures or expenses in the funds involved. Transactions which constitute reimbursement for expenditures or expenses initially made from a fund which are properly applicable to another fund are recorded as expenditures or expenses in the reimbursing fund, and as reductions of the expenditures or expenses in the fund that is reimbursed.

NOTE 3: DEPOSITS WITH FINANCIAL INSTITUTIONS

The District does not have a formal investment policy. At year-end, the carrying amount of the District's deposits was \$3,974,574 and the bank balance was \$3,997,760. All of the District's deposits in excess of FDIC coverage were fully collateralized by securities held by the pledging financial institution.

NOTE 4: BUDGET VARIANCES

Total General Fund revenues were \$548,826 more than budget due to higher than anticipated property and sales taxes and interest income, offset by lower than anticipated Texas Fire Academy charges for service and grants and other revenue. General Fund expenditures were over budget by \$522,326, due to more than anticipated capital outlay, general and administrative expenditures, personnel expenses, station repairs, maintenance and supplies, communications, and unbudgeted bad debt expense, offset by lower than anticipated Texas Fire Academy expenses and training expenses. The variances in all other expense line items combined were not significant.

NOTE 5: RELATED PARTY TRANSACTIONS

The District utilized a contract financial consultant to perform some of its accounting and related bookkeeping functions for part of the year. This individual also served on the Board of Commissioners during the year and was paid approximately \$23,000 for services during 2023.

NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District maintains commercial insurance coverage for these types of risks.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 7: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	\$126,078	\$0	\$0	\$126,078
Work in progress	<u>521,131</u>	<u>112,857</u>	<u>(489,898)</u>	<u>144,090</u>
	<u>647,209</u>	<u>112,857</u>	<u>(489,898)</u>	<u>270,168</u>
Capital assets being depreciated:				
Stations	6,950,035	40,325	0	6,990,360
Equipment	1,893,286	185,251	0	2,078,537
Trucks, vehicles and boats	3,941,731	460,453	(153,320)	4,248,864
Furniture and equipment	191,367	4,028	0	195,395
Computers and software	<u>345,885</u>	<u>16,534</u>	<u>0</u>	<u>362,419</u>
	<u>13,322,304</u>	<u>706,591</u>	<u>(153,320)</u>	<u>13,875,575</u>
	<u>13,969,513</u>	<u>819,448</u>	<u>(643,218)</u>	<u>14,145,743</u>
Accumulated depreciation:				
Stations	(1,997,017)	(233,346)	0	(2,230,363)
Equipment	(1,188,264)	(152,839)	0	(1,341,103)
Trucks, vehicles and boats	(2,759,456)	(215,108)	35,775	(2,938,789)
Furniture and equipment	(162,435)	(8,709)	0	(171,144)
Computers and software	<u>(239,461)</u>	<u>(20,267)</u>	<u>0</u>	<u>(259,728)</u>
	<u>(6,346,633)</u>	<u>(630,269)</u>	<u>35,775</u>	<u>(6,941,127)</u>
	<u>\$7,622,880</u>	<u>\$189,179</u>	<u>(\$607,443)</u>	<u>\$7,204,616</u>

Depreciation was charged to functions within the primary government as follows:

General administration	\$595,231
Texas Fire Academy	<u>35,038</u>
	<u>\$630,269</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

<u>Asset Acquired</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
Hunter Rd. Station	<u>\$4,400,000</u>	2026	3%	<u>\$1,039,913</u>	<u>\$0</u>	<u>\$521,683</u>	\$518,230
						Less: Current Portion	<u>(230,757)</u>
						Long-term Portion	<u>\$287,473</u>

Maturities at December 31:	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$230,757	\$12,457	\$243,214
2025	257,914	5,569	263,483
2026	<u>29,559</u>	<u>108</u>	<u>29,667</u>
	<u>\$518,230</u>	<u>\$18,134</u>	<u>\$536,364</u>

The District's long-term debt is secured by the assignment of Ad Valorem property taxes and the required establishment of a debt service fund equivalent to the payments due during the next fiscal year. Accordingly, \$312,159 is reported as restricted fund balance in the statement of net position and the governmental funds balance sheet. The District was in compliance with all requirements of the loan agreement at year-end.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #3
GENERAL FUND BUDGETARY COMPARISON SCHEDULE
YEAR ENDED DECEMBER 31, 2023

	Original & Final <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
REVENUE			
Property taxes	\$1,621,069	\$1,627,908	\$6,839
Sales tax	1,835,850	2,524,898	689,048
Texas Fire Academy charges for service	622,000	507,022	(114,978)
Interest	10,600	57,461	46,861
Grants and other	<u>102,200</u>	<u>23,256</u>	<u>(78,944)</u>
	<u>4,191,719</u>	<u>4,740,545</u>	<u>548,826</u>
EXPENDITURES			
Current service operations:			
Personnel	1,351,225	1,493,216	(141,991)
General and administrative	177,600	321,723	(144,123)
Apparatus	198,800	196,622	2,178
Texas Fire Academy	276,900	173,880	103,020
Station repairs, maintenance and supplies	141,500	171,395	(29,895)
Personal equipment	89,500	91,902	(2,402)
Communications	74,500	89,106	(14,606)
Bad debt	0	35,037	(35,037)
Training	89,700	25,699	64,001
Debt service-principal	519,127	521,683	(2,556)
Debt service-interest	24,088	24,144	(56)
Capital outlay	<u>55,000</u>	<u>375,859</u>	<u>(320,859)</u>
	<u>2,997,940</u>	<u>3,520,266</u>	<u>(522,326)</u>
Net change in fund balance	1,193,779	1,220,279	26,500
Beginning fund balance	<u>2,783,016</u>	<u>2,783,016</u>	<u>0</u>
Ending fund balance	<u>\$3,976,795</u>	<u>\$4,003,295</u>	<u>\$26,500</u>

See independent auditor's report.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

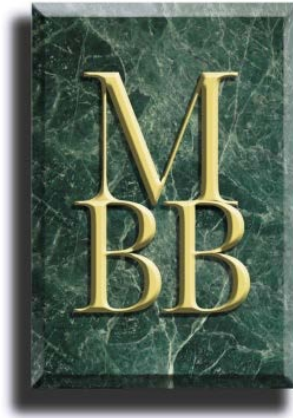
Accept the Fiscal Year 2023 Hays County Emergency Services District #5 Audit Report per Texas Health and Safety Code 775.082. **COHEN/INGALSBE/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated April 24, 2024, is attached.

Attachments

HCESD#5 FY 2023 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

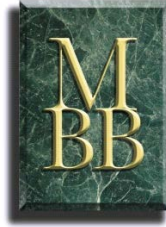
INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

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Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Commissioners
Hays County Emergency Services District #5

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #5 (District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2023 and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

2110 Boca Raton Drive
Building B, Suite 102
Austin TX 78747
512.442.0380
www.montemayor.team



Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in the net pension liability and related ratios, the schedule of contributions, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Britton Bender PC

April 24, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023

Our discussion and analysis of the Hays County Emergency Services District #5’s (the District’s) financial performance provides an overview of the District’s financial activities for the year ended September 30, 2023. Please read it in conjunction with the District’s financial statements, which follow this section.

The financial report consists of four parts: Management’s Discussion and Analysis (this section), the financial statements, the notes to the financial statements, and required supplementary information.

FINANCIAL HIGHLIGHTS

- During the year, the District had expenditures of \$8,436,309 compared to total revenues of \$8,507,670 resulting in an increase in net position of \$71,361 for the year ended September 30, 2023.
- The District’s total assets increased by \$1,102,901 for the fiscal year.
- The District’s ad valorem tax rate remained at .10 per \$100 of assessed valuation for the fiscal year ended September 30, 2023 which is the statutory limit, as established by the State of Texas constitution.
- The District received \$1,167,188 more in ad valorem tax revenues compared to prior year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements: The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District’s finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending.

Reporting the District as a Whole

One of the most important questions asked about the District’s finances is, “Is the District as a whole better off or worse off as a result of the year’s activities?” The Statement of Net Position and the Statement of Activities provide information about the District as a whole and about its activities in a way that helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year’s revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District’s *net position* and changes therein. You can think of the District’s net position—the difference between assets, deferred outflows, liabilities, and deferred inflows—as one way to measure the District’s financial health, or *financial position*. Over time, increases or decreases in the District’s net position is one indicator of whether its *financial health* is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District’s property tax to assess the *overall health* of the District.

THE DISTRICT AS A WHOLE

The District’s total net position increased by \$71,361 in the year ended September 30, 2023. Our analysis of the District’s activities below focuses on net position and the changes in net position.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023

Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements was \$806,617 at September 30, 2023. The District has sufficient revenues to pay expenses of the District.

<u>Assets</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Current and other assets	\$4,271,135	\$3,709,051
Capital assets, net	<u>8,207,929</u>	<u>7,667,112</u>
Total assets	<u>12,479,064</u>	<u>11,376,163</u>
<u>Deferred outflows related to pension</u>	<u>1,393,836</u>	<u>1,088,985</u>
<u>Liabilities</u>		
Current and other liabilities	1,804,762	366,603
Long-term liabilities	<u>6,250,498</u>	<u>6,033,843</u>
Total liabilities	<u>8,055,260</u>	<u>6,400,446</u>
<u>Deferred inflows related to pension</u>	<u>26,012</u>	<u>344,435</u>
<u>Net position</u>		
Net investment in capital assets	3,485,011	2,524,371
Restricted for station construction	1,500,000	0
Unrestricted	<u>806,617</u>	<u>3,195,896</u>
Total net position	<u>\$5,791,628</u>	<u>\$5,720,267</u>
<u>Revenues</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Program revenues:		
Inspection and training	\$441,722	\$277,488
General revenues:		
Ad Valorem property taxes	6,290,147	5,122,959
Sales taxes	1,221,254	1,136,827
Grants	354,852	1,130,874
Interest	128,797	3,961
Other	<u>70,898</u>	<u>91,927</u>
Total revenues	<u>8,507,670</u>	<u>7,764,036</u>
<u>Expenses</u>		
Firefighting operations	7,122,530	5,463,653
Administrative	511,744	256,324
Depreciation and amortization	667,731	601,525
Interest expense	<u>134,304</u>	<u>117,002</u>
Total expenses	<u>8,436,309</u>	<u>6,438,504</u>
Change in net position	71,361	1,325,532
Beginning net position	<u>5,720,267</u>	<u>4,394,735</u>
Ending net position	<u>\$5,791,628</u>	<u>\$5,720,267</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023

Financial Analysis of the Governmental Fund

The focus of the District’s Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District’s financing requirements. In particular, unassigned fund balance serves as a useful measure of the District’s net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2023, the District’s only Governmental Fund was the General Fund, and it reported ending fund balance of \$2,392,048, a decrease of \$699,989 from \$3,092,037 as of September 30, 2022. The District’s ending unassigned fund balance of \$892,048 was unencumbered and available for spending at the District’s discretion. Additionally, the District had \$1,500,000 in fund balance restricted for new station construction.

General Fund Budgetary Highlights

The General Fund had a negative variance from the budget of \$93,838 due to:

- Total revenues were less than budget by \$1,356,875, primarily due to a grant advance of \$1,500,000 received in fiscal year 2023 for a cost reimbursement grant was not yet earned at year end. This also resulted in capital outlay being \$1,221,063 less than budget.
- Operating expenses, excluding capital outlay, right of use asset-lease and debt service were \$400,052, more than budget, primarily due to \$272,918 in higher than anticipated personnel and related expenses and unbudgeted bad debt expense of \$116,812.
- Other financing sources of \$575,638 related to lease financing and proceeds from debt were unbudgeted. The related right of use asset-lease expense was also unbudgeted.

The budget was amended during the year to increase all budgeted revenues, and to increase personnel and related expenses, firefighting and related expenses, professional services, right of use asset-lease, capital outlay, and debt service.

Capital Asset and Debt Administration

The District’s capital assets at September 30, 2023, net of accumulated depreciation, totaled \$8,029,222. The current year net increase reflected additions of \$426,966, offset by depreciation expense of \$656,300. Additionally, the District’s right of use asset-lease at September 30, 2023, net of accumulated amortization, was \$178,707. This included additions of \$190,138, offset by amortization expense of \$11,431.

Debt Administration

The District’s long-term debt at September 30, 2023, net of the current portion, totaled \$3,858,604 for loans and leases payable. The current portion of the long-term debt was \$864,314. Fire stations and fire apparatus are pledged as collateral.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the “Debt Service Ratio”) at 35% or less with the ad valorem tax rate at 10.00 cents per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District’s ability to service the debt and still be

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
MANAGEMENT’S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2023

able to pay annual operating expenses. The District’s Debt Service Ratio as of September 30, 2023 is total debt service of \$1,129,765/\$8,507,670 total revenues for a ratio of 13.27%.

Economic Factors and Next Year’s Budgets and Rates

The District’s appointed officials considered many factors when setting the fiscal year 2024 budget and tax rates. Some of those factors include the economy and the anticipated needs of the District for operations and capital outlay in the next year as well as expected tax revenues.

Contacting the District’s Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District’s finances and to show the District’s accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District’s office at:

Beth Smith, President
Hays County Emergency Services District #5
P.O. Box 1385
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 10)	Statement of Net Position
ASSETS			
Cash and cash equivalents	\$ 1,808,444		\$ 1,808,444
Short-term investments	1,774,218		1,774,218
Grants receivable	242,080		242,080
Sales taxes receivable	208,138		208,138
Ad Valorem property taxes receivable	136,112		136,112
Accounts receivable	102,143		102,143
Capital assets:			
Land	-	170,695	170,695
Other capital assets, net of depreciation	-	8,037,234	8,037,234
	-		8,207,929
	4,271,135		12,479,064
DEFERRED OUTFLOWS OF RESOURCES			
Difference actual and expected experience	-	565,517	565,517
Changes in actuarial assumptions	-	241,827	241,827
Net difference projected and actual earnings	-	202,939	202,939
Contributions subsequent to the measurement date	-	383,553	383,553
	-		1,393,836
	\$ 4,271,135		
LIABILITIES			
Accounts payable	\$ 50,860		50,860
Accrued interest payable	-	61,787	61,787
Accrued payroll and benefits	192,115		192,115
Grant advance	1,500,000		1,500,000
Long-term liabilities:			
Due within 1 year: loans and lease payable	-	864,314	864,314
Due in more than 1 year:			
Loans and lease payable	-	3,858,604	3,858,604
Accrued leave	-	283,885	283,885
Net pension liability	-	1,243,695	1,243,695
	1,742,975		8,055,260
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	20,121	20,121
Changes in actuarial assumptions	-	5,891	5,891
Unavailable revenue - property taxes	136,112	(136,112)	-
	136,112		26,012
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - restricted for station construction	1,500,000	(1,500,000)	
Fund balance - unassigned	892,048	(892,048)	
	2,392,048		
	\$ 4,271,135		
NET POSITION			
Net investment in capital assets		3,485,011	3,485,011
Restricted for station construction		1,500,000	1,500,000
Unrestricted		806,617	806,617
			\$ 5,791,628

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR ENDED SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 10)	Statement of Activities
	<u> </u>	<u> </u>	<u> </u>
EXPENDITURES/EXPENSES:			
Personnel and related expenses	\$ 6,152,136	\$ 13,204	\$ 6,165,340
Firefighting and related expenses	957,190		957,190
Professional services	212,652		212,652
Bad debt expense	116,812		116,812
Administrative	85,912		85,912
Insurance	56,625		56,625
Tax collection expenses	39,743		39,743
Depreciation and amortization	-	667,731	667,731
Right of use asset- lease	190,138	(190,138)	-
Capital outlay	1,018,410	(1,018,410)	-
Debt service:			
Interest expense	134,304		134,304
Principal payments	995,461	(995,461)	-
	<u>9,959,383</u>		<u>8,436,309</u>
PROGRAM REVENUES:			
Inspection and training	441,722		441,722
Program revenue over/ (under) expenditures/expenses	<u>(9,517,661)</u>		<u>(7,994,587)</u>
GENERAL REVENUES:			
Ad Valorem property taxes	6,255,312	34,835	6,290,147
Sales taxes	1,221,254		1,221,254
Grants	565,773	(210,921)	354,852
Interest	128,797		128,797
Other	70,898		70,898
	<u>8,242,034</u>		<u>8,065,948</u>
Total revenue over/(under) expenditures	<u>(1,275,627)</u>		<u>71,361</u>
OTHER FINANCING SOURCES:			
Lease financing	190,138	(190,138)	-
Proceeds from debt	385,500	(385,500)	-
	<u>575,638</u>		<u>-</u>
NET CHANGE IN FUND BALANCE/ NET POSITION	(699,989)		71,361
BEGINNING FUND BALANCE/ NET POSITION	<u>3,092,037</u>		<u>5,720,267</u>
ENDING FUND BALANCE/ NET POSITION	<u>\$ 2,392,048</u>		<u>\$ 5,791,628</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #5 (District) was created by an election of the Hays County residents from within what would be the geographical boundaries for the District. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire department.

The District is under full control and management of a five-commissioner Board of Commissioners. The commissioners are appointed by the Hays County Commissioners. For financial reporting purposes, the District includes all funds that are controlled by, or dependent upon, actions of the Board of Commissioners. Control by, or dependence upon, the Board was determined on the basis of the Board's full control of budget adoption and taxing authority.

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operation; thus data from these units would be combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in separate organizations that meet the aforementioned criteria; therefore, none are included in the accompanying general-purpose financial statements. The District is not included in any other governmental reporting entity.

Effective October 1, 2012 the District assumed all operations from the Kyle Volunteer Fire Department.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the District's government activities. Direct expenses are those specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the Statement of Activities. Program revenues include fees for inspections and training, and any grants that are restricted for program operations or capital requirements. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 60 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

The fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations on the use of resources through either a commitment or an assignment.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Restricted fund balances include amounts that can only be spent for specific purposes stipulated by external resource providers. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$5,000 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Equipment	5-15 years
Vehicles	5-10 years
Building and building improvements	40 years

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

COMPENSATED ABSENCES

Full-time regular employees work either a 40 or 45 hour per week schedule. Firefighters are scheduled based on either a day shift or 24/48 hour shift schedule and typically work 56 hours per week. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave but are only allowed to carry forward a maximum of 72 hours to the next calendar year. Firefighters that have been with the department for more than 21 years can receive 432 hours of leave. Accrued leave will be paid to employees upon separation of employment based on when notice of termination is given.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 11 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. The governmental funds report unavailable revenue from property taxes and grants. These amounts are deferred and recognized as an inflow in the period that they become available. The other type is pension related items reported in the government-wide financial statements. See Note 11 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by TCDRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCDRS are reported at fair value.

LEASES

The District determines if an arrangement is or contains a lease at inception. Upon inception, the present value of the minimum lease payments is included in right of use (ROU) assets and lease liabilities in the government-wide statement of financial position and recorded as lease expenditures and other financing sources in the fund financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Amortization of the ROU asset is recognized on a straight-line basis over the lease term in the government wide financial statements. Lease payments are recognized as principal and interest payments in the fund financial statements. For short term leases of 12 months or less, the lease payments are recognized as rent expense is incurred in both the government wide and fund financial statements.

NOTE 3: DEPOSITS

At September 30, 2023, the carrying amount of the District's cash deposits was \$1,808,444 and the bank balance was \$1,953,156. All of the District's deposits were fully collateralized with securities held by the pledging financial institution. The District has adopted an investment strategy to pursue limited investment risk, the objectives of which are safety of principal, maintenance of liquidity, and maximization of yield. The District is authorized to invest in money market mutual funds, certificates of deposit, commercial paper, public investment pools and governmental obligations or repurchase agreements.

The District's short-term investments consisted of deposits in TexPool, a local government investment pool in the State of Texas. The State Comptroller of Public Accounts oversees TexPool. The pool seeks to maintain a \$1.00 value per share as required and must maintain a dollar weighted average maturity not to exceed 60 days. At September 30, 2023, the TexPool portfolio had weighted average maturities of 28 days. TexPool investments consist exclusively of U.S. Government securities, repurchase agreements collateralized by U.S. Government securities, and AAA-rated no-load money market mutual funds. Tex Pool is rated AAAM by Standard & Poor's. TexPool investments are carried at amortized cost, which approximates fair value.

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad Valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2022 levy was \$0.0895 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

NOTE 5: CAPITAL ASSETS

During the fiscal year, the District executed a lease agreement for space to store vehicles. The District will make monthly payments beginning July 2023 through July 2027. The District paid the first year of lease payments in full in 2023.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$170,695	\$0	\$0	\$170,695
Construction in progress	<u>149,055</u>	<u>291,062</u>	<u>0</u>	<u>440,117</u>
	<u>319,750</u>	<u>291,062</u>	<u>0</u>	<u>610,812</u>
<u>Capital assets being depreciated:</u>				
Buildings	4,818,626	0	0	4,818,626
Buildings improvements	47,837	0	0	47,837
Vehicles	6,457,708	509,875	(591,444)	6,376,139
Equipment	1,324,346	217,473	0	1,541,819
ROU asset-lease	<u>0</u>	<u>190,138</u>	<u>0</u>	<u>190,138</u>
	<u>12,648,517</u>	<u>917,486</u>	<u>(591,444)</u>	<u>12,974,559</u>
<u>Accumulated depreciation/amortization:</u>				
Buildings	(1,507,825)	(116,957)	0	(1,624,782)
Buildings improvements	(29,318)	(9,567)	0	(38,885)
Vehicles	(2,467,342)	(519,628)	591,444	(2,395,526)
Equipment	(1,296,670)	(10,148)	0	(1,306,818)
ROU asset-lease	<u>0</u>	<u>(11,431)</u>	<u>0</u>	<u>(11,431)</u>
	<u>(5,301,155)</u>	<u>(667,731)</u>	<u>591,444</u>	<u>(5,377,442)</u>
Total capital assets	<u>\$7,667,112</u>	<u>\$540,817</u>	<u>\$0</u>	<u>\$8,207,929</u>

NOTE 6: BUDGET VARIANCES

The District adopts an annual budget for the General Fund. The District amends the budget as needed during the year. Certain revenue and expenses were different from budgeted, resulting in a lower than budgeted fund balance. Grant revenues and capital outlay were less than budgeted, due to expenditures for cost-reimbursement grants not being incurred both in the current year. Inspection and training revenues, interest and other income were more than anticipated. Personnel and related expenditures and ROU lease-asset expense were more than anticipated. Bad debt expense was not budgeted. The District received unbudgeted proceeds from debt and lease financing.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 7: LONG-TERM LIABILITIES

<u>Loans</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
Station 1	\$2,612,596	2028	3.32%	\$1,646,719	\$0	\$212,834	\$1,433,885
Quint 21	607,000	2025	2.65%	240,785	0	78,859	161,926
Station 23	340,000	2023	2.60%	71,627	0	71,627	0
Engine 23	350,000	2023	2.71%	72,676	0	72,676	0
Engine 24	557,348	2025	2.25%	335,845	0	114,359	221,486
Spartan 22	861,857	2029	2.18%	861,857	0	122,027	739,830
Spartan 23/24	1,913,232	2029	2.25%	1,913,232	0	273,319	1,639,913
Tender 21	<u>385,500</u>	2030	5.10%	<u>0</u>	<u>385,500</u>	<u>0</u>	<u>385,500</u>
	7,627,533			5,142,741	385,500	945,701	4,582,540
ROU asset-lease	<u>190,138</u>	2027	4.38%	<u>0</u>	<u>190,138</u>	<u>49,760</u>	<u>140,378</u>
	<u>\$7,817,671</u>			<u>\$5,142,741</u>	<u>\$575,638</u>	<u>\$995,461</u>	<u>\$4,722,918</u>

All loans are secured by the underlying asset (property or equipment) acquired. The loan agreements have provisions that change the timing of repayment of outstanding amounts to become immediately due if the District defaults on its required payments. Maturities of loans as of September 30, 2023 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$864,314	\$136,758	\$1,001,072
2025	907,097	112,281	1,019,378
2026	736,005	86,720	822,725
2027	730,275	65,130	795,405
2028	704,626	43,851	748,477
2029-2030	<u>780,601</u>	<u>27,007</u>	<u>807,608</u>
	<u>\$4,722,918</u>	<u>\$471,747</u>	<u>\$5,194,665</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 7: LONG-TERM LIABILITIES

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Total</u>
Accrued leave	<u>\$92,137</u>	<u>\$646,860</u>	<u>(\$455,112)</u>	<u>\$283,885</u>

NOTE 8: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker’s compensation. The District insures against risk through participation in the Texas Municipal League Intergovernmental Risk Pool, a public entity risk pool, consisting of approximately 2,800 member cities/political subdivisions located throughout Texas. The District pays premiums for its general liability, property, auto and workers’ compensation coverage. The District’s risk is limited to the amount of premiums paid unless the pool should fail, in which case, the District would be liable for its ratable share of the pool deficit.

NOTE 9: SUBSEQUENT EVENT

In December 2023, the District executed a construction loan agreement for \$6,111,000.

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$2,392,048
Increase net position for capital assets not reported in the fund financial statements	8,207,929
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	136,112
Long-term liabilities not reported in the fund financial statements	(6,250,498)
Accrued interest expense on long-term debt not reported in the fund financial statements	(61,787)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>1,367,824</u>
Net position - governmental activities	<u>\$5,791,628</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 10: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Net change in fund balance - governmental fund	(\$699,989)
Proceeds from debt and lease financing not recognized as other financing source income not reported in the government-wide financial statements	(575,638)
Change in taxes receivable deferred in the fund financial statements	34,835
Change in grants receivable deferred in the fund financial statements	(210,921)
Depreciation and amortization expense not recognized in the fund financial statements	(667,731)
Long-term debt principal payments recognized as expenditures in the fund financial statements	995,461
Change in accrued leave not reported in the fund financial statements	(191,748)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	178,544
ROU asset-lease expense recognized as expenditures in the fund financial statements	190,138
Capital outlays recognized as expenditures in the fund financial statements	<u>1,018,410</u>
Change in net position - governmental activities	<u>\$71,361</u>

NOTE 11: PENSION PLAN

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCDRS, an agent multiple-employer public employee retirement system. TCDRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCDRS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCDRS. This report may be obtained by calling TCDRS at 800-823-7782; in addition, the report is available on TCDRS' website at www.tcdrs.org. Plan provisions for the District were as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCDRS. TCDRS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLAN

Employee deposit rate	7%
District contribution rate	13.13%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

Employees Covered

As of the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	23
Active employees	47

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 13.54% for calendar 2022 and 13.13% for calendar 2023. The District's contributions to TCDRS for the year ended September 30, 2023 were \$581,063 which equaled the required contribution.

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLAN

developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Net Pension Liability/(Asset)

The District's net pension liability of \$1,243,695 for TCDRS at September 30, 2023 was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2022
Actuarial cost method:	Entry age normal
Investment rate of return (7.50% rate of return plus 0.10% adjustment gross of administrative expenses):	7.60%
Inflation:	2.50%
Projected Salary Increases:	4.70% average
Mortality rates:	135% and 120% of Pub-2010 General Retirees Tables for males and females, respectively, both projected with 100% of MP-2021 Scale after 2010

Actuarial assumptions used in the December 31, 2022 valuation were based on the results of an actuarial experience study over the years 2017-2020.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease <u>(6.60%)</u>	Discount Rate <u>(7.60%)</u>	1% Increase <u>(8.60%)</u>
District's net pension liability (asset)	<u>\$2,387,691</u>	<u>\$1,243,695</u>	<u>\$329,833</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLAN

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U.S. Equities	11.50%	4.95%
Private Equity	25.00%	7.95%
Global Equities	2.50%	4.95%
International Equities-Developed	5.00%	4.95%
International Equities-Emerging	6.00%	4.95%
Investment-Grade Bonds	3.00%	2.40%
Strategic Credit	9.00%	3.39%
Direct Lending	16.00%	6.95%
Distressed Debt	4.00%	7.60%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	2.00%	5.30%
Private Real Estate Partnerships	6.00%	5.70%
Hedge Funds	6.00%	2.90%
Cash Equivalents	2.00%	0.20%

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the District recognized pension expense of \$396,086. At September 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$20,121	\$565,517
Changes in actuarial assumptions	\$5,891	\$241,827
Net difference between projected and actual earnings	\$0	\$202,939
Contributions subsequent to the measurement date	N/A	\$383,553

The \$383,553 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District's 2024 fiscal year. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as pension expense as follows:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLAN

For the year ended September 30:

2024	\$132,958
2025	146,459
2026	149,347
2027	222,606
2028	107,801
Thereafter	<u>225,100</u>
	<u>\$984,271</u>

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2021	<u>\$4,212,091</u>	<u>\$3,413,126</u>	<u>\$798,965</u>
Changes for the year:			
Service cost	528,508	0	528,508
Interest on total pension liability	359,406	0	359,406
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	148,597	0	148,597
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	(23,564)	(23,564)	0
Benefit payments	0	0	0
Administrative expenses	0	(2,333)	2,333
Member contributions	0	256,262	(256,262)
Net investment income	0	(262,114)	262,114
Employer contributions	0	494,703	(494,703)
Other	<u>0</u>	<u>105,263</u>	<u>(105,263)</u>
Balance at December 31, 2022	<u>\$5,225,038</u>	<u>\$3,981,343</u>	<u>\$1,243,695</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5

BUDGETARY COMPARISON SCHEDULE GENERAL FUND

YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
PROGRAM REVENUES:				
Inspection and training	\$ 204,500	\$ 421,500	\$ 441,722	\$ 20,222
GENERAL REVENUES:				
Ad Valorem property taxes	6,254,000	6,262,000	6,255,312	(6,688)
Sales taxes	1,100,000	1,221,000	1,221,254	254
Grants	-	1,977,131	565,773	(1,411,358)
Interest	5,000	115,000	128,797	13,797
Other	40,000	44,000	70,898	26,898
	7,399,000	9,619,131	8,242,034	(1,377,097)
Total revenues	7,603,500	10,040,631	8,683,756	(1,356,875)
EXPENDITURES:				
Personnel and related expenses	5,117,801	5,879,218	6,152,136	(272,918)
Firefighting and related expenses	649,000	914,800	957,190	(42,390)
Professional services	38,500	208,500	212,652	(4,152)
Bad debt expense	-	-	116,812	(116,812)
Administrative	100,500	100,500	85,912	14,588
Insurance	70,000	70,000	56,625	13,375
Tax collection expenses	48,000	48,000	39,743	8,257
Right of use asset- lease	-	51,840	190,138	(138,298)
Capital outlay	512,000	2,239,473	1,018,410	1,221,063
Debt service	1,067,451	1,134,451	1,129,765	4,686
	7,603,252	10,646,782	9,959,383	687,399
Revenues over/(under) expenditures	248	(606,151)	(1,275,627)	(669,476)
OTHER FINANCING SOURCES				
Lease financing	-	-	190,138	190,138
Proceeds from debt	-	-	385,500	385,500
	-	-	575,638	575,638
NET CHANGE IN FUND BALANCE	248	(606,151)	(699,989)	(93,838)
BEGINNING FUND BALANCE	3,092,037	3,092,037	3,092,037	-
ENDING FUND BALANCE	\$ 3,092,285	\$ 2,485,886	\$ 2,392,048	\$ (93,838)

See Independent Auditor's Report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	Actuarial Year Ended December 31,								
	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total pension liability									
Service cost	\$ 528,508	\$ 445,035	\$ 346,900	\$ 309,258	\$ 249,907	\$ 193,206	\$ 111,333	\$ 72,093	\$ 50,452
Interest on total liability	359,406	271,828	204,215	129,899	94,274	59,517	28,417	19,317	7,927
Effect of plan changes	-	-	-	447,631	-	64,202	90,408	7,665	22,352
Effect of assumption changes or inputs	-	49,162	290,285	-	-	(11,777)	-	1,015	-
Effect of economic/demographic (gains) or losses	148,597	314,423	115,964	(3,180)	44,626	74,753	62,314	(47,049)	55,977
Benefit payments/refunds of employee contributions	(23,564)	-	-	(7,371)	(9,296)	(5,757)	-	-	-
Net change in total pension liability	1,012,947	1,080,448	957,364	876,237	379,511	374,143	292,472	53,041	136,708
Total pension liability - beginning	4,212,091	3,131,643	2,174,279	1,298,043	918,532	544,388	251,917	198,876	62,167
Total pension liability - ending (a)	<u>\$ 5,225,038</u>	<u>\$ 4,212,091</u>	<u>\$ 3,131,643</u>	<u>\$ 2,174,280</u>	<u>\$ 1,298,043</u>	<u>\$ 918,532</u>	<u>\$ 544,389</u>	<u>\$ 251,917</u>	<u>\$ 198,875</u>
Plan fiduciary net position									
Contributions - employer	\$ 494,703	\$ 384,814	\$ 319,196	\$ 197,739	\$ 186,567	\$ 132,054	\$ 75,236	\$ 46,980	\$ 28,781
Contributions - employee	256,262	233,287	192,331	174,790	155,473	126,984	76,615	46,751	38,948
Net investment income	(262,114)	558,684	159,645	163,098	(8,619)	55,255	13,554	(723)	1,371
Benefit payments/refunds of employee contributions	(23,564)	-	-	(7,371)	(9,296)	(5,757)	-	-	-
Administrative expenses	(2,333)	(1,847)	(1,625)	(1,170)	(800)	(440)	(147)	(98)	(40)
Other	105,263	18,123	15,289	12,716	9,980	3,390	7,991	(12)	(3)
Net change in plan fiduciary net position	568,217	1,193,061	684,836	539,802	333,305	311,485	173,249	92,898	69,057
Plan fiduciary net position - beginning	3,413,126	2,220,065	1,535,229	995,427	662,123	350,637	177,389	84,490	15,433
Plan fiduciary net position - ending (b)	<u>3,981,343</u>	<u>3,413,126</u>	<u>2,220,065</u>	<u>1,535,229</u>	<u>995,427</u>	<u>662,123</u>	<u>350,638</u>	<u>177,389</u>	<u>84,489</u>
Net pension liability (a) - (b)	<u>\$ 1,243,695</u>	<u>\$ 798,965</u>	<u>\$ 911,578</u>	<u>\$ 639,051</u>	<u>\$ 302,616</u>	<u>\$ 256,409</u>	<u>\$ 193,751</u>	<u>\$ 74,528</u>	<u>\$ 114,385</u>
Plan fiduciary net position as a % of the total									
pension liability	76.20%	81.03%	70.89%	70.61%	76.69%	72.08%	64.41%	70.42%	42.48%
Covered employee payroll	\$ 3,653,475	\$ 3,332,665	\$ 2,747,592	\$ 2,497,006	\$ 2,221,036	\$ 1,814,059	\$ 1,532,299	\$ 1,168,774	\$ 973,712
Net pension liability as % of covered-employee payroll	34.04%	23.97%	33.18%	25.59%	13.62%	14.13%	12.64%	6.38%	11.75%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation. Fiscal Year 2023 - Valuation Date 12/31/22.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #5
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Actuarially determined contribution**	\$ 581,063	\$ 471,717	\$ 381,710	\$ 275,522	\$ 216,044	\$ 172,100	\$ 107,471	\$ 65,677	\$ 42,699
Contributions in relation to the actuarially determined contribution	<u>581,063</u>	<u>471,717</u>	<u>381,710</u>	<u>275,522</u>	<u>216,044</u>	<u>172,100</u>	<u>107,471</u>	<u>65,677</u>	<u>42,699</u>
Contribution deficiency (excess)	-	-	-	-	-	-	-	-	-
Covered-employee payroll	4,419,224	3,598,824	3,270,124	2,650,241	2,521,668	2,091,272	1,688,839	1,407,357	1,093,570
Contributions as a percentage of covered-employee payroll	13.15%	13.11%	11.67%	10.40%	8.57%	8.23%	6.36%	4.67%	3.90%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to 2015 is not available.

**TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: December 31, 2022

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	13.7 years (based on contribution rate calculated in 12/31/22 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment rate of Return	7.5% net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected.
Changes in Plan Provisions	2015: Employer contributions reflect that the current service matching rate was increased to 150% for future benefits. 2016: Employer contributions reflect that the member contribution rate was increased to 5%. 2017: Employer contributions reflect that the member contribution rate was increased to 7% and the current service matching rate was increased to 175% for future benefits. Also, new Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits. 2019: No changes in plan provisions were reflected in the schedule. 2020: Employer contributions reflect that the current service matching rate was increased to 250% for future benefits and the prior service matching rate was increased to 100%. 2021: No changes in plan provisions were reflected in the schedule. 2022: No changes in plan provisions were reflected in the schedule.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Accept the Fiscal Year 2023 Hays County Emergency Services District #6 Audit Report per Texas Health and Safety Code 775.082. **SMITH/SHELL/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated May 10, 2024 is attached.

Attachments

HCESD#6 FY2023 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Fire Commissioners and Management
Hays County Emergency Services District #6

COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE

We have audited the financial statements of Hays County Emergency Services District #6 (District) for the year ended September 30, 2023, and have issued our report thereon dated May 10, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated information related to the planned scope and timing of our audit in our letter to you dated November 21, 2023. Professional standards also require that we provide you with the following information related to our audit.

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2023. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were:

1. Management's estimates of the useful lives of capital assets, and the related estimate of depreciation expense are based on general knowledge of the assets involved and customary lives used by other organizations for similar assets. We evaluated the key factors and assumptions used to develop the estimated useful lives of capital assets (and related accumulated depreciation), in determining that they are reasonable in relation to the financial statements taken as a whole.
2. For purposes of measuring the net pension asset/liability, deferred inflows and outflows of resources related to pensions and pension expense, management's estimates have been determined on the same basis as they are reported by the Texas County and District Retirement System (TCDRS) and the Texas Emergency Services Retirement System (TESRS). The District's net pension asset/liability was determined by an actuarial valuation as of December 31, 2022 for TCERS and an actuarial valuation as of August 31, 2022 for TESRS. We evaluated the key factors and assumptions used to develop the valuation and the accrual in determining that they are reasonable in relation to the financial statements taken as a whole.

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Board of Fire Commissioners and Management
Hays County Emergency Services District #6
Communications with Those Charged with Governance
Page 2

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 10, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We applied certain limited procedures to the management's discussion and analysis, the general fund budgetary comparison schedule, the schedule of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, the schedule of proportionate share of net pension liability-TEERS, and the schedule of contributions-TEERS, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

With respect to the schedule of expenditures of federal awards (supplementary information), accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



Board of Fire Commissioners and Management
Hays County Emergency Services District #6
Communications with Those Charged with Governance
Page 3

This information is intended solely for the use of the Fire Commissioners and management and is not intended to be and should not be used by anyone other than these specified parties.

Montemayor Britton Bender PC

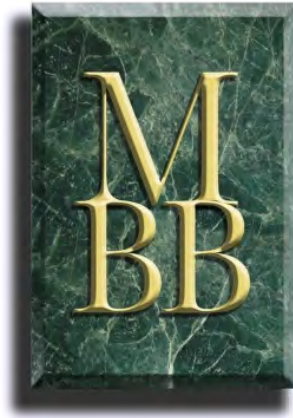
May 10, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

UNCORRECTED MISSTATEMENTS

SEPTEMBER 30, 2023

<u>Account</u>	<u>Debit</u>	<u>Credit</u>
Accrued employee benefits	\$24,712	
Salaries and wages		\$24,712



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

**HAYS COUNTY EMERGENCY
SERVICES DISTRICT #6**

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

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Montemayor Britton Bender PC

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Board of Fire Commissioners and Management
Hays County Emergency Services District #6

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #6 (District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the aggregate general fund of the District, as of September 30, 2023 and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of changes in the net pension liability and related ratios-TCDRS, the schedule of contributions-TCDRS, the schedule of proportionate share of net pension liability-TERSRS, the schedule of contributions-TERSRS, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 10, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Montemayor Britton Bender PC

May 10, 2024
Austin, Texas

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

The following is a narrative overview and analysis of the financial activities of Hays County Emergency Services District # 6 (“the District”) for the fiscal year ended September 30, 2023. This discussion and analysis are intended to serve as an introduction to the District’s basic financial statements, which have the following components: (1) management’s discussion and analysis (MD&A), (2) government-wide and fund financial statements, (3) notes to the financial statements, and (4) supplemental schedules.

Financial Highlights

- The District’s ad valorem tax rate decreased to 7.020¢ per \$100 of assessed valuation for the fiscal year ended September 30, 2023. The statutory limit, as established by the State of Texas constitution, is 10¢ per \$100 of assessed valuation.
- Overall the district incurred a net increase to net position of \$5,281,064. The increase was due to increased ad valorem and sales tax revenue, as well as increased operating grants, interest and other income. Total expenses increased by \$870,379 from prior year mainly due to increased salaries, depreciation, and interest expense.
- Total assets increased by \$4,722,864, primarily as a result of an increase to capital assets.
- The District decreased its lease and loan debt by \$967,341.

Explanation of the Financial Statements

The MD&A is intended to serve as an introduction to the basic financial statements of the District. The basic financial statements are comprised of two components: 1) government-wide and fund financial statements, and 2) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District’s assets, deferred outflows, liabilities, and deferred inflows, with the difference between them reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: uncollected property taxes).

Because the District’s principal source of revenue is ad valorem and sales taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the Governmental Fund.

Governmental Fund: The Governmental Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the Governmental Fund financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the Governmental Fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the Governmental Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Fund balance sheet and the Governmental Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District's financial position. The District's net position (assets and deferred outflows less liabilities and deferred inflows) was \$25,867,258 as of the year ended September 30, 2023. Capital assets, net of depreciation and related debt, accounted for \$12,248,169. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression services to the community. The remaining balance of net position of \$13,619,089 is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net position at the government-wide reporting level because the District engages in no business-type activities. The tables below summarize the financials of the District at September 30, 2023.

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

	September 30,	
	2023	2022
Assets:		
Current and Other Assets	\$ 14,722,452	\$ 12,975,531
Non Current and Capital Assets	21,436,587	18,460,644
Total Assets	<u>36,159,039</u>	<u>31,436,175</u>
Deferred Outflows related to pensions	<u>1,190,341</u>	<u>876,019</u>
Current Liabilities	1,060,137	360,044
Other Liabilities	10,372,835	10,969,014
Total Liabilities	<u>11,432,972</u>	<u>11,329,058</u>
Deferred Inflows related to pensions	<u>49,150</u>	<u>396,942</u>
Net Position:		
Net Investments in Cap Assets	12,248,169	8,304,885
Unrestricted	13,619,089	12,281,309
Total Net Position	<u>\$ 25,867,258</u>	<u>\$ 20,586,194</u>
Revenues:		
Ad valorem tax revenue	\$ 7,849,376	\$ 7,037,676
Grants and other income	1,211,710	849,609
Interest Income	677,366	92,460
Sales Tax Revenue	3,748,831	3,480,558
Total Revenues	<u>13,487,283</u>	<u>11,460,303</u>
Expenses:		
Public Safety	7,930,544	7,048,046
Interest on Long-term Debt	275,675	287,794
Total Expenses	<u>8,206,219</u>	<u>7,335,840</u>
Increase in Net Position	5,281,064	4,124,463
Net Position, beginning of year	<u>20,586,194</u>	<u>16,461,731</u>
Net Position, end of year	<u>\$ 25,867,258</u>	<u>\$ 20,586,194</u>

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2023, the District's only Governmental Fund was the General Fund, and it reported an ending cash and short-term investments balance of \$13,223,664, an increase of \$1,343,150 from September 30, 2022. The total ending unassigned fund balance was \$7,955,380, and it was available for spending at the District's discretion. The ending committed fund balances were \$4,974,952, committed for reserves and capital projects.

Purpose of Organization

The District operates under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The district handles all financial matters for the fire departments. The District governs seven fire stations located in the county: North Hays, Henly, Henly South, East, Central and Driftwood. The District has both paid and volunteer staff and is funded primarily by the collection of taxes.

General Fund Budgetary Highlights

The General Fund had a favorable variance to budget of \$2,440,760. Total revenues were \$1,369,643 more than budget and total expenditures were \$1,017,117 less than budget. The primary reasons for the budget difference included the following:

- Sales taxes, interest and other income were greater than expected.
- Operating grants were greater than expected.
- Operations expenses were more than anticipated, while capital outlay and debt service were less than budgeted.

Capital Assets

The District's investment in capital assets at September 30, 2023, net of accumulated depreciation, totaled \$21,436,587, an increase of \$2,975,943. Capital assets are classified as trucks and equipment, furniture and equipment, buildings, land, and construction in progress as shown below:

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT’S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

	September 30,	
	2023	2022
Trucks and Equipment	\$ 11,380,904	\$ 4,333,939
Furniture	1,889,169	877,538
Buildings	12,026,928	9,251,820
Land	5,060,682	3,871,239
Construction in Progress	739,755	126,108
	\$ 31,097,438	\$ 18,460,644

Equipment: Equipment is primarily comprised of fire suppression apparatus and the equipment associated with those apparatus. The construction work in progress relates to the down payment made prior to year end on a new truck to be completed in approximately six to eight months.

Buildings: Buildings are comprised principally of seven fire stations, and one logistics facility that previously serviced as Fire Station 74.

Land: The District’s investment in land at September 30, 2023 of \$5,060,682 was for five tracts of land. One three acre tract was purchased for \$57,000 on which the North Station was constructed. The other tract was purchased for \$9,696, on which the Henly South Fire Station was constructed. In prior years the district received \$262,670 in contributed property from the North Hays County VFD for land for the expansion and building of new admin offices. The land for the Henly Station and the Driftwood Station was donated to the Henly Volunteer Fire Department and the Driftwood Volunteer Fire Department, respectively. The District has ground leases with each department for use of the land for the respective fire stations. The East Station was built in a condominium association development, and the land for the building was included in the cost of the building. In fiscal year 2018 land was purchased for the new East Station 74 for \$303,646. Land for Station 77 was purchased for \$1,399,453 and is the future site of a training facility. The District has two additional properties that are for future stations. Land for Fire Station 69 was purchased in 2022 for \$1,800,000. Land for South Ranch Road 12 Fire Station was purchased in 2023 for \$1,200,000.

Long-Term Debt

The District’s long-term debt at September 30, 2023, net of the current portion, totaled \$8,204,416 for loans and mortgages. The current portion of the long-term debt was \$984,002. Ad Valorem tax revenues are pledged as collateral for all debt.

Debt Service Ratio: The District maintains control over its debt load by maintaining its debt service to total revenues ratio (the “Debt Service Ratio”) at 35% or less with the ad valorem tax rate at 7.020¢ per \$100 of assessed valuation. The District feels that the Debt Service Ratio is more meaningful than the debt to equity ratio because the Debt Service Ratio is a better indicator of the District’s ability to service the debt and still be able to pay annual operating expenses. The District’s Debt Service Ratio is shown below:

**HAYS COUNTY EMERGENCY SERVICES DISTRICT # 6
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
SEPTEMBER 30, 2023**

	September 30,		
	2023	2022	2021
Total Debt Service	\$ 1,263,339	\$ 2,234,525	\$ 1,215,190
Total Revenues	13,487,283	11,460,303	10,089,060
Debt Service Ratio	9.37%	19.50%	12.04%

Economic Factors, Future Years' Budgets and Tax Rates

North Hays County continues to grow, which provides some property tax revenue growth to offset inflationary trends in operating costs. As with many local government entities, the growth provides funding to help offset inflationary trends with existing programs, but it often leaves little funds available for new or enhanced programs or services.

The tax rate of 7.020¢ per \$100 of assessed valuation can be maintained at the current level of paid vs. volunteer firefighters. However, as the growth of the population overtakes the ability of volunteers to provide the level of service required by the community, the District will need to assess a higher tax rate to pay for the cost of a larger paid staff. The maximum tax rate available to the District is 10¢ per \$100 of assessed valuation.

Therefore, the District is paying close attention to the balance between debt service, operating cost and labor costs to continue the operations needed in the community.

Requests for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest in them. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Hays County Emergency Services District #6
PO Box 1237
Dripping Springs, TX 78620

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 9)	Statement of Net Position
ASSETS			
Cash	\$ 730,851		\$ 730,851
Short-term investments	12,492,813		12,492,813
Sales taxes receivable	634,038		634,038
Ad Valorem property taxes receivable	127,903		127,903
Grants receivable	736,847		736,847
Capital assets:			
Land and construction in progress	-	6,270,407	6,270,407
Other capital assets, net of depreciation	-	15,166,180	15,166,180
	-		21,436,587
	14,722,452		36,159,039
DEFERRED OUTFLOWS OF RESOURCES			
Differences between actual and expected experience	-	468,743	468,743
Difference actual and projected plan earnings	-	220,728	220,728
Changes in assumptions	-	215,291	215,291
Contributions subsequent to measurement date	-	285,579	285,579
	-		1,190,341
	\$ 14,722,452		
LIABILITIES			
Accounts payable	\$ 823,316		823,316
Accrued interest payable	-	132,767	132,767
Accrued payroll and benefits	104,054		104,054
Long-term liabilities:			
Due within 1 year: loans payable	-	984,002	984,002
Due in more than 1 year:			
Loans payable	-	8,204,416	8,204,416
Accrued leave	-	337,965	337,965
Net pension liability-TCDRS	-	655,556	655,556
Net pension liability-TERS	-	190,896	190,896
	927,370		11,432,972
DEFERRED INFLOWS OF RESOURCES			
Differences between expected and actual experience	-	45,422	45,422
Changes of assumptions	-	3,728	3,728
Unavailable revenue - Ad Valorem taxes	127,903	(127,903)	-
Unavailable revenue - operating grants	736,847	(736,847)	-
	864,750		49,150
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - committed for reserve funds	3,905,932	(3,905,932)	
Fund balance - committed for capital projects	1,069,020	(1,069,020)	
Fund balance - unassigned	7,955,380	(7,955,380)	
	12,930,332	(12,930,332)	
	\$ 14,722,452	(14,722,452)	
NET POSITION			
Net investment in capital assets		12,248,169	12,248,169
Unrestricted		13,619,089	13,619,089
			\$ 25,867,258

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED SEPTEMBER 30, 2023

	General Fund	Adjustments (Note 9)	Statement of Activities
EXPENDITURES/EXPENSES:			
Labor and benefits			
Salaries & wages	\$ 3,734,605	\$ 79,199	\$ 3,813,804
Employee benefits	641,187	(217,061)	424,126
Medical	356,598		356,598
Payroll processing	20,712		20,712
Payroll taxes	305,764		305,764
	<u>5,058,866</u>		<u>4,921,004</u>
Fire department operations			
Administrative	4,128		4,128
Buildings	124,982		124,982
Fire/Rescue operations	497,113		497,113
Depreciation	-	1,213,050	1,213,050
Training	102,372		102,372
Vehicle operations	392,926		392,926
Utilities	98,428		98,428
	<u>1,219,949</u>		<u>2,432,999</u>
District expenses			
Communications	42,795		42,795
Computer and internet	89,228		89,228
Dues	129,290		129,290
Insurance	183,855		183,855
Office expenses	13,898		13,898
Professional services	44,110		44,110
Tax services	73,365		73,365
	<u>576,541</u>		<u>576,541</u>
Capital outlay	4,188,993	(4,188,993)	-
Debt service			
Interest expense	295,998	(20,323)	275,675
Principal payments	967,341	(967,341)	-
	<u>1,263,339</u>		<u>275,675</u>
	<u>12,307,688</u>		<u>8,206,219</u>
GENERAL REVENUES:			
Ad Valorem taxes	7,822,460	26,916	7,849,376
Sales taxes	3,748,831		3,748,831
Operating grants-federal	517,973	369,348	887,321
Operating grants-state and local	172,986		172,986
Interest	677,366		677,366
Other	151,403		151,403
	<u>13,091,019</u>		<u>13,487,283</u>
Net change in fund balance/net position	783,331		5,281,064
Beginning fund balance/net position	12,147,001		20,586,194
Ending fund balance/net position	<u>\$ 12,930,332</u>		<u>\$ 25,867,258</u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Northwest Hays County Rural Fire Prevention District #4 was confirmed by election in July 1984 and effectively began operations on July 1, 1985. On July 28, 2001 the District converted the Northwest Hays County Rural Fire Prevention District #4 to the Northwest Hays County Emergency Services District #5 and then on October 1, 2006, the District was renamed as the Hays County Emergency Services District #6 (the District) and is operating under the provisions of Chapter 775 of the Health and Safety Code. The District was established to arrange for fire and rescue protection services within its boundaries. The District handles all financial matters for the fire departments. The District is not included in any other governmental reporting entity.

On October 13, 2004, Hays County Fire & Rescue (HCFR) was incorporated under section 501(c)(3) of the Internal Revenue code. As of October 1, 2007 the HCFR was dissolved and all assets and liabilities of became the responsibility of the District.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by ad valorem taxes. The Statement of Activities demonstrates how the District used revenue. Expenses are grouped into four categories: labor and benefits, fire department operations, district expenses and debt service.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION COMPENSATED ABSENCES

Full-time regular employees work a 40 hour per week schedule. Firefighters are scheduled based on either a day shift or 48/96 hour shift schedule. Accruals for leave are based on length of service and the schedule worked. Employees may accrue up to 288 hours of paid leave. If unused, the leave will be paid to the employee.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position invested in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations on the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District maintains a capitalization threshold of \$2,500 for assets with a useful life of two years or more. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Trucks and equipment	10 years
Furniture and equipment	10 years
Building	25-40 years

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet report a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's pension related items qualify for reporting in this category in the government-wide financial statements. See Note 10 for more information.

The statement of financial position and governmental funds balance sheet report a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has two types of items which qualify for reporting in this category. Unavailable revenue is reported only in the governmental funds balance sheet.

The governmental funds report unavailable revenue from property taxes. These amounts are deferred and recognized as an inflow in the period that they become available. The other item is pension related items reported in the government-wide financial statements. See Note 11 for more information.

PENSIONS

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and the pension expense, information about the pension plan's fiduciary net position of the Texas County & District Retirement System (TCDRS) and the Texas Emergency Services Retirement System (TESRS) and additions to/deductions from those plans' fiduciary net position have been determined on the same basis as they are reported by TCERS and TESRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments of TCERS and TESRS are reported at fair value.

NOTE 3: DEPOSITS

At September 30, 2023, the carrying amount of the District's cash deposits was \$730,851 and the bank balance was \$743,505. \$568,520 of the District's deposits were fully collateralized with securities held by the pledging financial institution and FDIC, and \$174,985 were uninsured at year-end.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 4: INVESTMENTS

The Board of Fire Commissioners has authorized the District under a written investment policy to invest funds in compliance with V.A.T.C.S Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. All investments at year end were held in the Texas Local Government Investment Pool (TexPool). TexPool investments are carried at amortized cost, which approximates fair value. The State Comptroller oversees TexPool, with Federated Investors managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is structured similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00, although this cannot be fully guaranteed. TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days, which is the limit. At September 30, 2023, the TexPool portfolio and the TexPool Prime portfolio had weighted average maturities of 28 and 46 days, respectively. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

NOTE 5: CAPITAL ASSETS

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<u>Capital assets not being depreciated:</u>				
Land	\$3,871,239	\$1,189,443	\$0	\$5,060,682
Construction work in progress	<u>126,108</u>	<u>1,209,725</u>	<u>(126,108)</u>	<u>1,209,725</u>
	<u>3,997,347</u>	<u>2,399,168</u>	<u>(126,108)</u>	<u>6,270,407</u>
<u>Capital assets being depreciated:</u>				
Trucks and equipment	10,503,190	407,744	0	10,910,934
Furniture and equipment	1,665,278	223,891	0	1,889,169
Buildings	<u>10,742,630</u>	<u>1,284,298</u>	<u>0</u>	<u>12,026,928</u>
	<u>22,911,098</u>	<u>1,915,933</u>	<u>0</u>	<u>24,827,031</u>
<u>Accumulated depreciation:</u>				
Trucks and equipment	(6,169,251)	(752,286)	0	(6,921,537)
Furniture and equipment	(787,740)	(158,166)	0	(945,906)
Buildings	<u>(1,490,810)</u>	<u>(302,598)</u>	<u>0</u>	<u>(1,793,408)</u>
Total accumulated depreciation	<u>(8,447,801)</u>	<u>(1,213,050)</u>	<u>0</u>	<u>(9,660,851)</u>
Total capital assets	<u>\$18,460,644</u>	<u>\$3,102,051</u>	<u>(\$126,108)</u>	<u>\$21,436,587</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 8: LONG-TERM LIABILITIES

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$984,002	\$270,430	\$1,254,432
2025	1,003,191	241,313	1,244,504
2026	895,288	212,315	1,107,603
2027	515,740	186,338	702,078
2028	510,018	171,771	681,789
2029-2033	3,005,179	628,120	3,633,299
2034-2039	1,625,000	234,907	1,859,907
2040	<u>650,000</u>	<u>28,199</u>	<u>678,199</u>
	<u>\$9,188,418</u>	<u>\$1,973,393</u>	<u>\$11,161,811</u>

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Net change in fund balance - governmental fund	\$783,331
Change in taxes receivable deferred in the fund financial statements	26,916
Change in long-term grants receivable deferred in the fund financial statements	369,348
Depreciation expense not recognized in the fund financial statements	(1,213,050)
Long-term debt principal payments recognized as expenditures in the fund financial statements	967,341
Change in accrued interest expense on long-term debt not reported in the fund financial statements	20,323
Change in accrued leave not reported in the fund financial statements	(79,199)
Pension contributions are reported as expenditures in the governmental fund when made. Adjustments to the net pension liability and pension expense resulting from changes in deferred outflows and inflows of resources are not recognized in the fund financial statements.	217,061
Capital outlays recognized as expenditures in the fund financial statements	<u>4,188,993</u>
Change in net position - governmental activities	<u>\$5,281,064</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$12,930,332
Increase net position for capital assets not reported in the fund financial statements	21,436,587
Taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	127,903
Grants receivable deferred in the fund financial statements and not in the government-wide financial statements	736,847
Long-term liabilities not reported in the fund financial statements	(10,372,835)
Accrued interest expense on long-term debt not reported in the fund financial statements	(132,767)
Deferred outflows and inflows of resources related to pensions, net, are applicable to future reporting periods and are not reported in the fund financial statements	<u>1,141,191</u>
Net position - governmental activities	<u><u>\$25,867,258</u></u>

NOTE 10: RISK MANAGEMENT

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District purchases insurance to provide coverage for these risks.

NOTE 11: PENSION PLANS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS)

Plan Description

The District provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide TCERS, an agent multiple-employer public employee retirement system. TCERS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TCERS; the report also provides detailed explanations of the contributions, benefits and actuarial methods and assumptions used by TCERS. This report may be obtained by calling TCERS at 800-823-7782; in addition, the report is available on TCERS' website at www.tcdrs.org. Plan provisions are as follows:

Benefits Provided

The plan provisions that have been adopted by the Board of the District are within the options available in the governing state statutes of TCERS. TCERS provides retirement benefits that are calculated based on age, average compensation and service credit as follows:

Employee deposit rate	7%
District contribution rate	10.27%
Years required for vesting	10
Service retirement eligibility (expressed as age/years of service)	60/10, any/20, rule of 80

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

Employees Covered

As of the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	25
Active employees	46

Contributions

Under the state law governing TCDRS, the contribution rate for each District is determined annually by the actuary, using the Entry Age actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. Employees of the District were required to contribute 7% of their annual salary during the year, and the District was required to contribute at the actuarially determined rate of 10.27%. The District's contributions to TCDRS for the year ended September 30, 2023 were \$375,092, which equaled the required contribution.

Net Pension Liability/(Asset)

The District's net pension liability (asset) of \$655,556 for TCDRS at September 30, 2023 was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Pension Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date:	12/31/2022
Actuarial cost method:	Entry age normal
Investment rate of return (7.50% rate of return plus 0.10% adjustment gross of administrative expenses):	7.60%
Inflation:	2.50%
Projected Salary Increases:	4.70% average
Mortality rates	135% and 120% of Pub-2010 General Retirees Table for males and females, respectively, both projected with 100% of MP-2021 Ultimate Scale after 2010

Actuarial assumptions used in the December 31, 2022 valuation were based on the results of an actuarial experience study for the years 2017 through 2020.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

Discount Rate

The discount rate used to measure the total TCDRS pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions will be made at the rates specified in the funding policy. Based on that assumption, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. The discount rate for calculating the total pension liability is equal to the long-term expected rate of return on pension plan investments applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on the TCDRS pension plan investments was determined to be 7.60% using a building-block method in which the best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Geometric Real Rate of Return</u>
U.S. Equities	11.50%	4.95%
Private Equity	25.00%	7.95%
Global Equities	2.50%	4.95%
International Equities-Developed	5.00%	4.95%
International Equities-Emerging	6.00%	4.95%
Investment-Grade Bonds	3.00%	2.40%
Strategic Credit	9.00%	3.89%
Direct Lending	16.00%	6.95%
Distressed Debt	4.00%	7.60%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	2.00%	5.30%
Private Real Estate Partnerships	6.00%	5.70%
Hedge Funds	6.00%	2.90%
Cash Equivalents	2.00%	0.20%

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TCDRS financial report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the net pension liability (asset) of the District, calculated using the discount rate of 7.60%, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease <u>(6.60%)</u>	Discount Rate <u>(7.60%)</u>	1% Increase <u>(8.60%)</u>
District's net pension liability (asset)	<u>\$1,667,638</u>	<u>\$655,556</u>	<u>(\$143,793)</u>

<u>Changes in Net Pension Liability/(Asset)</u>	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance at December 31, 2021	<u>\$3,473,598</u>	<u>\$3,274,067</u>	<u>\$199,531</u>
Changes for the year:			
Service cost	344,004	0	344,004
Interest on total pension liability	290,138	0	290,138
Effect of plan changes	0	0	0
Effect of economic/demographic gains or losses	251,930	0	251,930
Effect of assumption changes or inputs	0	0	0
Refunds of contributions	0	0	0
Benefit payments	0	0	0
Administrative expenses	0	(2,171)	2,171
Member contributions	0	238,628	(238,628)
Net investment income	0	(242,137)	242,137
Employer contributions	0	350,102	(350,102)
Other	<u>0</u>	<u>85,625</u>	<u>(85,625)</u>
Balance at December 31, 2022	<u>\$4,359,670</u>	<u>\$3,704,114</u>	<u>\$655,556</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the District recognized pension expense of \$145,971. At September 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$45,422	\$465,955
Changes in actuarial assumptions	\$3,360	\$215,291
Net difference between projected and actual earnings	\$0	\$163,615
Contributions subsequent to the measurement date	N/A	\$275,379

\$275,379 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred outflows of resources related to pensions will be recognized as pension expense as follows:

For the plan year ended December 31:

2023	\$106,063
2024	125,700
2025	146,096
2026	218,967
2027	109,446
Thereafter	<u>89,807</u>
	<u>\$796,079</u>

TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)

Plan Description

The District provides pension benefits for eligible volunteer emergency services personnel who are members in good standing with the District. The Fire Fighters' Pension Commissioner is the administrator of the TESRS, a cost-sharing multiple employer pension system established and administered by the State of Texas to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. TESRS was created by Senate Bill 411, 65th Legislature, Regular Session (1977), and established the applicable benefit provisions. The 79th Legislature, Regular Session (2005), recodified the provisions and gave TESRS Board of Trustees authority to establish vesting requirements, contribution levels, benefit formulas and eligibility requirements by board rule. TESRS issues a publicly available annual financial report that includes financial statements and RSI for TESRS, as well as detailed explanations of the contributions, benefits and actuarial methods and assumptions used by the plan. This report may be obtained by calling 800-919-3372. The report is also available on TESRS' website at www.tesrs.texas.gov.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

Benefits Provided

The benefit provisions include retirement benefits as well as death and disability benefits. Members are 50% vested after the tenth year of service, with the vesting percent increased 10% for each of the next five years of service so that a member becomes 100% vested within 15 years of service. Upon reaching age 55, a vested member may retire and receive a monthly pension equal to his vested percentage multiplied by six times the governing body's average monthly contribution over the member's years of qualified service.

For each year of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. In addition, member districts may purchase prior service credit for service with the participating department before the department began participating in the plan that is not buyback service and that does not count as qualified service. There is a separate benefit formula for this prior service.

On and off duty death and on duty disability benefits are dependent on whether or not the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump-sum amount and continuing monthly payments to a member's surviving spouse and dependent children.

Contributions

Contributions are not required by individual members of participating departments. The governing bodies of participating departments are required to contribute at least the minimum prescribed amount per month for each active member and may contribute more. The contribution requirement per active emergency services personnel member per month is not actuarially determined. Rather, the minimum contribution provisions were set by the Board.

Additional contributions may be made by a governing body to pay for granting credit for service before the department began participating in TESRS (prior service). The State may also be required to make annual contributions up to a limited amount to make the TESRS actuarially sound. The expected contributions from the state are appropriations equal to (1) the maximum annual contribution (one-third of all contributions to the System by governing bodies of participating departments in a year) as needed in accordance with state law governing the System, and (2) approximately \$675,000 each year to pay for part of the System's administrative expenses. For the fiscal year ended September 30, 2023, the District's contributions to TESRS were \$22,450.

Pension Liability

At September 30, 2023, the District reported a liability of \$190,896 for its proportionate share of the TESRS net pension liability. The net pension liability was measured as of August 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of August 31, 2022. The District's proportionate share of the net pension liability for the plan as of August 31, 2023 was .441%.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the District recognized pension expense of \$33,060. At September 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>
Differences between expected and actual experience	\$0	\$2,788
Changes in actuarial assumptions	\$368	\$0
Net difference between projected and actual earnings	\$0	\$57,113
Contributions subsequent to the measurement date	N/A	\$10,200

\$10,200 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the District year ending September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

For the plan year ended August 31:

2024	\$14,975
2025	15,549
2026	27,058
2027	<u>1,951</u>
	<u>\$59,533</u>

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Valuation Date:	8/31/2022
Measurement Date:	8/31/2023
Actuarial Cost Method:	Entry Age Normal
Investment Rate of Return	7.5%
Inflation	3.00%
Projected Salary Increases:	N/A
Mortality Rates:	PubS-2010 mortality tables using projection scale MP-2019

The long-term expected rate of return on the TESRS pension plan investments was determined to be 7.5% using a building-block method in which the expected future net real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These components are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

NOTES TO FINANCIAL STATEMENTS

NOTE 11: PENSION PLANS

expected inflation. The target asset allocation and expected arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Equities		
Large cap domestic	20%	5.83%
Small cap domestic	10%	5.94%
Developed international	15%	6.17%
Emerging markets	5%	7.36%
Global infrastructure	5%	6.61%
Real estate	10%	4.48%
Multi asset income	5%	3.86%
Fixed income	30%	1.95%

Discount Rate

The discount rate used to measure the total TESRS pension liability was 7.5%. No projection of cash flows was used to determine the discount rate because the August 31, 2022 actuarial valuation showed that expected contributions would pay the normal cost and amortize the unfunded actuarial accrued liability in 30 years using the level dollar amortization method. Because of those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability calculated using the discount rate noted above, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.5%)	Discount Rate (7.5%)	1% Increase (8.5%)
Proportionate share of net pension liability	<u>\$295,588</u>	<u>\$190,896</u>	<u>\$105,980</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TESRS financial report.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>Actuarial Year Ended December 31,</u>								
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Total pension liability									
Service cost	\$ 344,004	\$ 333,138	\$ 253,071	\$ 233,634	\$ 174,124	\$ 152,595	\$ 151,459	\$ 143,696	\$ 107,101
Interest on total liability	290,138	233,077	178,655	142,533	98,003	72,962	52,496	55,563	38,428
Effect of plan changes	-	-	-	-	157,946	-	-	(28,447)	-
Effect of assumption changes or inputs	-	85,202	246,639	-	-	(8,394)	-	1,412	-
Effect of economic/demographic (gains) or losses	251,930	88,526	110,279	58,280	61,963	71,555	(23,097)	(201,441)	84,087
Benefit payments/refunds	-	-	(14,769)	(1,350)	(2,253)	-	(12,806)	(38,094)	(8,021)
Net change in total pension liability	886,072	739,943	773,875	433,097	489,783	288,718	168,052	(67,311)	221,595
Total pension liability - beginning	3,473,598	2,733,655	1,959,780	1,526,683	1,036,900	748,181	580,129	647,440	425,845
Total pension liability - ending (a)	\$ 4,359,670	\$ 3,473,598	\$ 2,733,655	\$ 1,959,780	\$ 1,526,683	\$ 1,036,900	\$ 748,181	\$ 580,129	\$ 647,440
Plan fiduciary net position									
Contributions - employer	\$ 350,102	\$ 196,373	\$ 185,378	\$ 139,673	\$ 103,867	\$ 92,954	\$ 88,212	\$ 80,886	\$ 81,461
Contributions - employee	238,628	172,041	165,095	130,885	103,009	89,235	76,741	71,793	65,890
Net investment income	(242,137)	556,331	187,506	215,736	(18,659)	122,335	45,760	(13,683)	23,351
Benefit payments/refunds	-	-	(14,769)	(1,350)	(2,253)	-	(12,806)	(38,094)	(8,021)
Administrative expenses	(2,171)	(1,771)	(1,712)	(1,378)	(1,057)	(748)	(498)	(408)	(332)
Other	85,625	11,083	10,113	9,469	6,209	2,435	13,592	(49)	(24)
Net change in plan fiduciary net position	430,047	934,057	531,611	493,035	191,116	306,211	211,001	100,445	162,325
Plan fiduciary net position - beginning	3,274,067	2,340,010	1,808,399	1,315,364	1,124,249	818,037	607,036	506,590	344,266
Plan fiduciary net position - ending (b)	3,704,114	3,274,067	2,340,010	1,808,399	1,315,364	1,124,249	818,037	607,036	506,590
Net pension liability (a) - (b)	\$ 655,556	\$ 199,531	\$ 393,645	\$ 151,381	\$ 211,319	\$ (87,349)	\$ (69,856)	\$ (26,907)	\$ 140,849
Plan fiduciary net position as a % of the total pension liability	84.96%	94.26%	85.60%	92.28%	86.16%	108.42%	109.34%	104.64%	78.25%
Covered employee payroll	\$ 3,408,977	\$ 2,457,734	\$ 2,358,504	\$ 1,869,789	\$ 1,716,808	\$ 1,487,258	\$ 1,250,292	\$ 1,196,552	\$ 1,098,156
Net pension liability as % of covered-employee payroll	19.23%	8.12%	16.69%	8.10%	12.31%	-5.87%	-5.59%	-2.25%	12.83%

NOTE:

*The District implemented GASB 68 in 2014. Information prior to 2014 is not available.

The beginning Net Pension Liability for 2015 was determined using rollback procedures allowed for initial year of implementation.

Fiscal Year 2023 - Valuation Date 12/31/22.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Actuarially determined contribution**	\$ 375,092	\$ 282,970	\$ 196,019	\$ 150,611	\$ 126,230	\$ 102,187	\$ 89,302	\$ 87,974	\$ 81,094
Contributions in relation to the actuarially determined contribution	<u>375,092</u>	<u>282,970</u>	<u>196,019</u>	<u>150,611</u>	<u>126,230</u>	<u>102,187</u>	<u>89,302</u>	<u>87,974</u>	<u>81,094</u>
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 3,885,630	\$ 3,223,191	\$ 2,505,970	\$ 2,170,585	\$ 1,780,436	\$ 1,634,992	\$ 1,264,901	\$ 1,301,391	\$ 1,092,911
Contributions as a percentage of covered-employee payroll	9.65%	8.78%	7.82%	6.94%	7.09%	6.25%	7.06%	6.76%	7.42%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to fiscal 2015 is not available.

**TCDRS calculates actuarially determined contributions on a calendar year basis. GASB 68 indicates the employer should report employer contributions on a fiscal year basis.

Valuation Date: Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	18.5 years (based on contribution rate calculated in 12/31/22 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation
Investment rate of Return	7.50% net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees. Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2021: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions	2016: No changes in plan provisions were reflected in the schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the schedule. 2019: Employer contributions reflect that the member contribution rate was increased to 7%. 2020: No changes in plan provisions were reflected in the schedule. 2021: No changes in plan provisions were reflected in the schedule. 2022: No changes in plan provisions were reflected in the schedule.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Proportion of the net pension liability	0.441%	0.492%	0.444%	0.524%	0.307%	0.545%	0.364%	0.394%	0.405%
Proportionate share of the net pension liability	\$ 190,896	\$ 201,868	\$ 47,571	\$ 132,105	\$ 154,483	\$ 66,467	\$ 87,366	\$ 114,765	\$ 73,595
Number of active members**	37	40	34	44	43	34	36	41	39
Net pension liability per active member	\$ 5,159	\$ 5,047	\$ 1,399	\$ 3,002	\$ 3,593	\$ 1,955	\$ 2,427	\$ 2,799	\$ 1,887
Plan fiduciary net position as a % of the total pension liability	74.6%	75.2%	93.1%	83.2%	80.2%	84.3%	81.4%	76.3%	83.5%

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to fiscal 2015 is not available. Current year Actuarial Valuation Date: August 31, 2022

**There is no compensation for active members. Number of active members is used instead.

Changes in benefit terms : There were no changes of benefit terms that affected measurement of the total pension liability during the measurement period.

Changes in assumptions : There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

SCHEDULE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2023*
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution**	\$ 22,450	\$ 34,450	\$ 17,716	\$ 24,450	\$ 24,440	\$ 14,684	\$ 17,604	\$ 18,468	\$ 18,360
Contributions in relation to the contractually required contribution	\$ 22,450	\$ 34,450	\$ 17,716	\$ 24,450	\$ 24,440	\$ 14,684	\$ 17,604	\$ 18,468	\$ 18,360
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Number of active members***	37	40	34	44	43	34	36	41	39
Contributions per active member	\$ 607	\$ 861	\$ 521	\$ 556	\$ 568	\$ 432	\$ 489	\$ 450	\$ 471

NOTE:

*The District implemented GASB 68 in fiscal year 2015. Information prior to fiscal 2015 is not available. Current year Actuarial Valuation Date: August 31, 2022

**The contribution rate per member is not actuarially determined. Rather, minimum contribution provisions are determined by Board rule and there is no maximum contribution rate.

***There is no compensation for active members. Number of active members is used instead.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2023

	Original and Final Budget	Actual	Variance Favorable (Unfavorable)
General revenues			
Ad valorem taxes	\$ 7,862,860	\$ 7,822,460	\$ (40,400)
Sales taxes	2,900,000	3,748,831	848,831
Operating grants-federal	790,000	517,973	(272,027)
Operating grants-state and local	25,000	172,986	147,986
Interest	25,000	677,366	652,366
Other	118,516	151,403	32,887
	<u>11,721,376</u>	<u>13,091,019</u>	<u>1,369,643</u>
Expenditures			
Current:			
Public safety	6,164,470	6,855,356	(690,886)
Capital outlay	5,928,000	4,188,993	1,739,007
Debt service	1,286,335	1,263,339	22,996
	<u>13,378,805</u>	<u>12,307,688</u>	<u>1,071,117</u>
Revenues (under)/over expenditures	<u>(1,657,429)</u>	<u>783,331</u>	<u>2,440,760</u>
Other financing sources			
Proceeds from debt	1,800,000	-	(1,800,000)
	<u>142,571</u>	<u>783,331</u>	<u>640,760</u>
Beginning fund balance	<u>12,147,001</u>	<u>12,147,001</u>	<u>-</u>
Ending fund balance	<u>\$ 12,289,572</u>	<u>\$ 12,930,332</u>	<u>\$ 640,760</u>

See Independent Auditor's Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Fire Commissioners and Management
Hays County Emergency Services District #6

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of Hays County Emergency Services District #6 (District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated May 10, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material

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misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Montemayor Brittan Bender PC

May 10, 2024
Austin, Texas



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

Arturo Montemayor III CPA, President & CEO | Stacy Britton CPA, Shareholder | Sean Bender CPA, Shareholder
Danielle Guerrero, Shareholder | Sara Carey CPA, Shareholder

Board of Fire Commissioners and Management
Hays County Emergency Services District #6

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE

A. Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the District's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended September 30, 2023. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

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Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

B. Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance



requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of the testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Montemayor Britton Bender PC

May 10, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2023

<u>Federal Agency/Pass-Through/Program Title</u>	<u>Assistance Listing Number</u>	<u>Contract</u>	<u>Expenditures</u>
U.S. Department of Homeland Security Passed through Federal Emergency Management Agency Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2020-FF-00853	<u>\$887,321</u>

NOTE: This schedule is prepared using the same accounting policies as the financial statements. See the notes to the financial statements on pages 12-26. The District did not elect to use the 10% de minimis indirect cost rate.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #6

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SEPTEMBER 30, 2023

A. SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? None noted

Significant deficiency(ies) identified that are not considered material weakness(es)? None noted

Noncompliance material to financial statements noted? None noted

FEDERAL AWARDS

Internal controls over major programs:

Material weakness(es) identified? None noted

Significant deficiency(ies) identified that are not considered material weakness(es)? None noted

Type of auditor's report issued on compliance with major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516(a)? None noted

Major program: Assistance Listing Number 97.083 SAFER

Threshold used to distinguish between Type A and B programs: \$750,000

Auditee qualified as a low-risk auditee? No

B. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Current year: None noted

C. SUMMARY OF PRIOR YEAR AUDIT FINDINGS N/A



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Smith

Agenda Item

Accept the Fiscal Year 2023 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082. **SMITH/COHEN/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated May 24, 2024, is attached.

Attachments

HCESD #8 FY 2023 Final Audit Report

**Hays County
Emergency Services District #8**

Independent Auditor's Report

September 30, 2023

Hays County Emergency Services District #8

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S. PATRICIA WHITE, CPA, P.C.

Independent Auditor's Report

To the Board of Fire Commissioners
Hays County Emergency Services District #8
Buda, Texas

I have audited the accompanying financial statements of the governmental activities and General Fund of Hays County Emergency Services District #8 (the District), as of and for the year ended September 30, 2023, and the related statements of operations, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and the General Fund of the District as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with the auditing standards generally accepted in the United States of America. My responsibility under those standards is further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of the report. I am required to be independent of the Company and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audit. I believe the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of control. Misstatements are considered material if there is substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgement, there are conditions or events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, amount other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit, if any.

Required Supplementary Information

Accounting principles generally accepted in the United States of American require that the management discussion and analysis, the budgetary comparison schedule – general fund, the schedule of changes in net pension asset and related ratios, the schedule of district contributions, and the notes to required supplementary information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operations, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge I obtained during our audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Patricia White CPA

May 24, 2024
Round Rock, Texas

Management's Discussion and Analysis

The discussion and analysis of Hays County Emergency Services District #8's (the "District's") financial performance provides an overview of the District's financial activities for the year ended September 30, 2022. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- During the year, the District had expenses of \$10,766,718 compared to total revenues of \$16,416,837 resulting in net increase to net position of \$5,650,119 for the year ended September 30, 2023. For the year ended September 30, 2022, the District had net income of \$4,304,182.
- There were 843 new residential homes and nine new commercial properties during fiscal 2023. This increase is consistent with the previous year's growth adding to the sales and property tax revenues of the District.
- The District's new 45,000 square foot Administrative/Training/Fire Station is currently under construction. It is 80% complete with completion date slated for Fall 2024.
- The District received Hays County American Rescue Plan Grant for \$3,000,000 and has allocated an additional \$2,000,000 in District Funds to construct Station #4 in Shadow Creek. The District is working with the Shadow Creek MUD to allocate land for the new station.
- Sales and Property tax revenues continue to increase annually, based growth which also results in growth of the District workforce.

Using This Annual Report

This annual report consists of a series of financial statements: The Statement of Net Assets and Governmental Funds Balance Sheet and the Statement of Activities and Governmental Funds, Revenues, Expenditures and Changes in Fund Balances provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future pending.

Reporting the District as a Whole

One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to accounting used by most private-sector companies. All of the current year's revenues and expenses are considered regardless of when cash is received or paid.

These two statements report on the District's net position and changes in them. You can think of the District's net position, the difference between assets and liabilities, as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its' financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the District's property tax to assess the overall health of the District.

The District as a Whole

Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants.

The District has sufficient revenues to pay expenses of the District.

Summarized Statement of Net Position:

	<u>9/30/2023</u>	<u>9/30/2022</u>
Current assets	24,342,398	30,292,725
Capital assets	<u>24,135,682</u>	<u>10,604,246</u>
Total assets	<u>48,478,080</u>	<u>40,896,971</u>
Deferred outflows of resources	<u>39,682</u>	<u>614,428</u>
Current liabilities	3,683,393	1,673,671
Long-term debt	<u>17,521,736</u>	<u>18,753,755</u>
Total liabilities	<u>21,205,129</u>	<u>20,427,426</u>
Deferred inflows of resources	<u>1,352,519</u>	<u>773,978</u>
Invested in capital assets, net of long-term debt	5,647,098	9,121,834
Unrestricted	<u>20,313,016</u>	<u>11,188,161</u>
Total net position	<u>25,960,114</u>	<u>20,309,995</u>

Summarized Statement of Activities:

	<u>9/30/2023</u>	<u>9/30/2022</u>
Revenues:		
Property taxes	6,164,905	5,534,051
Sales and use tax	3,656,813	3,418,007
EMS revenue	3,750,975	3,573,009
Other income	<u>2,844,144</u>	<u>851,631</u>
Total revenues	<u>16,416,837</u>	<u>13,376,698</u>
Expenses:		
Personnel and related costs	8,408,042	6,659,207
Depreciation	513,034	493,457
Debt service	526,703	455,890
Other expenses	<u>1,318,939</u>	<u>1,463,962</u>
Total expenses	<u>10,766,718</u>	<u>9,072,516</u>
Change in net position	<u>5,650,119</u>	<u>4,304,182</u>

Capital Assets

As of September 30, 2023, the District had \$24,135,682 invested in capital assets (net of depreciation). At year end \$4,523,726 is invested in buildings, \$5,943,811 in trucks and equipment, \$18,050,757 in construction in progress and \$725,730 is invested in land. Total accumulated depreciation as of September 30, 2023, was \$5,108,342.

Long-Term Debt

The District's long-term debt on September 30, 2023, totaled \$18,765,947 for all notes payable. The current portion of the long-term debt is \$1,244,211.

Economic Factors and Next Year's Budgets and Rates

The District's elected and appointed officials considered many factors when setting the budget and tax rates. One of those factors is the economy and estimated needs to operate the District in the coming year.

Contacting the District's Financial Management

This financial report is designed to provide the taxpayers with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's office at:

Hays County ESD #8
P.O. Box 782
Buda, Texas 78610
Telephone (512) 295-2232

Hays County Emergency Services District #8

Statement of Net Position and Governmental Fund Balance Sheet

September 30, 2023

Assets

	General Fund	Adjustments	Total
Assets			
Cash and cash equivalents	\$ 23,971,011	\$ -	\$ 23,971,011
Accounts receivable	8,113	-	8,113
Taxes receivable	363,274	-	363,274
Prepaid expenses	-	-	-
	<u>24,342,398</u>	<u>-</u>	<u>24,342,398</u>
Total current assets			
Capital Assets:			
Land	-	725,730	725,730
Construction in Progress	-	18,050,757	18,050,757
Buildings	-	4,523,726	4,523,726
Equipment	-	5,943,811	5,943,811
Less accumulated depreciation	-	(5,108,342)	(5,108,342)
	<u>-</u>	<u>24,135,682</u>	<u>24,135,682</u>
Net capital assets	<u>-</u>	<u>24,135,682</u>	<u>24,135,682</u>
	<u>24,342,398</u>	<u>24,135,682</u>	<u>48,478,080</u>
Deferred Outflows of Resources			
Pension contributions after measurement date	-	39,682	39,682
Deferred outflows related to pension asset	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total Deferred Outflows of Resources	<u>\$ -</u>	<u>\$ 39,682</u>	<u>\$ 39,682</u>

	<u>General Fund</u>	<u>Adjustments</u>	<u>Total</u>
Current liabilities			
Accounts payable	\$ 2,045,556	\$ -	\$ 2,045,556
Accrued payroll liabilities	106,867	-	106,867
Accrued interest payable	-	286,759	286,759
Current portion - loans	15,554	1,228,657	1,244,211
Total current liabilities	<u>2,167,977</u>	<u>1,515,416</u>	<u>3,683,393</u>
Long-term liabilities:			
Loans payable	-	18,765,947	18,765,947
Less: current portion of note payable	-	(1,244,211)	(1,244,211)
Total long-term liabilities	<u>-</u>	<u>17,521,736</u>	<u>17,521,736</u>
Deferred Inflows of Resources			
Deferred revenue - property taxes	24,506	(24,506)	-
Deferred inflows related to pension asset	-	1,352,519	1,352,519
Total Deferred inflows of resources	<u>24,506</u>	<u>1,328,013</u>	<u>1,352,519</u>
Fund Balances/Net Position:			
Unassigned	<u>22,106,228</u>		
Total fund balance	<u>22,106,228</u>		
Total liabilities and net assets	<u>\$ 24,298,711</u>		
Investment of capital assets, net of long-term debt			5,647,098
Unrestricted			<u>20,313,016</u>
Total net position			<u>\$ 25,960,114</u>

Hays County Emergency Services District #8

Statement of Activities and Governmental Fund Revenues, Expenditures and Changes in Fund Balance

Year Ended September 30, 2023

	General Fund	Adjustments	Total
Revenues:			
Property tax revenue	\$ 6,140,399	\$ 24,506	\$ 6,164,905
EMS revenue	3,750,975	-	3,750,975
Sales tax revenue	3,656,813	-	3,656,813
Interest income	1,284,014	-	1,284,014
Permit fees	57,767	-	57,767
Grant revenue	1,502,363	-	1,502,363
	16,392,331	24,506	16,416,837
Expenditures/expenses:			
Payroll and related costs	7,421,896	986,146	8,408,042
Depreciation	-	513,034	513,034
Debt service	1,743,169	(1,216,466)	526,703
Capital outlay/maintenance	14,029,935	(13,858,082)	171,853
EMS expenses	184,205	-	184,205
Insurance	71,770	-	71,770
Firefighting supplies and programs	196,416	-	196,416
Professional fees	129,950	-	129,950
Utilities and telephone	330,118	-	330,118
Training expense	40,602	-	40,602
Office supplies	116,333	-	116,333
Fuel	77,692	-	77,692
	24,342,086	(13,575,368)	10,766,718
Revenues in excess of expenditures	(7,949,755)		
Change in net position			5,650,119
Net position at beginning of year	30,055,983		20,309,995
Net position at end of year	\$ 22,106,228		\$ 25,960,114

Notes to the financial statements are integral to this statement.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies

The Reporting Entity

Rural Fire Prevention Districts may be organized in the State of Texas under the provisions of Article III, Section 48-d of the State Constitution. The Northeast Hays County Rural Fire Prevention District was confirmed by election in July 1984 and effectively began operations on July 1, 1985. In July 2003, the organization was converted to Hays County Emergency Services District #8 (the “District”). The District was established to arrange for fire protection services within its boundaries.

The accounting policies of the Hays County Emergency Services District #8 conform to generally accepted accounting principles in the United States of America applicable to state and local governments. The District is included in the basic financial statements of Hays County as a component unit as set forth in Governmental Accounting Standards Board (“GASB”) 14, The Financial Reporting Entity”.

Additionally, no other entity meets these requirements for inclusion in Hays County ESD #8 financial statements.

Use of Estimates

The preparation of these financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Government-Wide and Fund Financial Statements

The District is considered a special purpose government. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the “General Fund” column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District’s activities. The District services are supported primarily by property tax and sales tax revenues. The Statement of Activities demonstrates how the District used its revenues.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within thirty-one days of the end of the current fiscal period. Expenses generally are recorded when a liability is incurred.

The District has only one governmental fund, the general fund. The general fund is the operating fund of the District.

Interest and taxes associated with the current fiscal period are all considered susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the District receives cash.

Cash and Cash Equivalents

Cash and cash equivalents are short-term highly liquid investments that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates. Cash equivalents include investments with original maturities of three months or less. Cash equivalents are stated at cost which approximates market value.

Receivables

The District provides for uncollectible accounts receivable using the allowance method of accounting for bad debts. Under this method of accounting, a provision for uncollectible accounts is charged to earnings. The allowance account is increased or decreased based on past collection history and management's evaluation of accounts receivable. All amounts considered uncollectible are charged against the allowance account, the recoveries of previously charged off accounts are added to the allowance. At September 30, 2023, the District had no allowance.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Fund Balance

Fund balance for governmental funds is classified as non-spendable, restricted, committed, and assigned or unassigned in the fund financial statements.

- Non-spendable fund balance includes amounts not available to be spent because they are either not in spendable form or legally or contractually required to be maintained intact.
- Restricted fund balances include those resources that have constraints placed on their use through external parties or by law through constitutional provisions.
- Committed fund balances are established and modified by approval of the District Commissioners and can be used only for the specific purposes determined by the District's Commissioners.
- Assigned fund balance is intended to be used by the District for specific purposes but does not meet criteria to be classified as restricted or committed.
- Unassigned fund balance is the residual classification for the District's general fund and includes all spendable amounts not contained in the other classifications.

Capital Assets

Capital assets, which include land, construction in progress, buildings and improvements, equipment, fire trucks and vehicles and furniture and fixtures are reported in the governmental activities columns in the governmental-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of at least \$5,000 and an estimated useful life in excess of three years. Such assets are recorded at historical cost if purchased or estimated acquisition value at the date of donation if donated. The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend assets lives are not capitalized.

Pension

The fiduciary net asset positions of the Texas County and District Retirement System (TCDRS) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes the purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities, and additions to/from TCERS's fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Hays County Emergency Services District #8

Notes to Financial Statements

1. Summary of Significant Account Policies (continued)

Deferred Revenue

The District reported unearned deferred revenue in the Statement of Net Assets. Deferred revenues arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within thirty-one days after year-end are considerable to have been for prior year services.

District's net position that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net position applicable to a future reporting period.

Deferred Outflows and Inflows of Resources

The District complies with GASB Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, which provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District also complies with GASB Statement 65, *Items Previously Reported as Assets and Liabilities*, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities.

2. Deposits and Investments

On September 30, 2023, the District had \$23,971,011 invested in cash and cash equivalents.

Custodial Credit Risk - In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. As of September 30, 2023, \$354,149 of the District's total deposit balance was covered by federal depository insurance. The remaining balance of the deposits was invested in TexPool.

Interest Rate Risk - The District does have a formal investment policy in place. The District's cash and cash equivalents are currently invested in short-term instruments such as an interest-bearing checking account.

Investments

The Board of Directors has authorized the District under a written investment policy to invest funds in compliance with the V.A.T.C.S. Government Code, Title 10, Chapter 2256 (the Public Funds Investment Act of 1993). Investment vehicles authorized by Chapter 2256 include, but are not limited to, certificates of deposit, obligations backed by the U.S. and state governments, and public fund investment pools. Investments are reported at fair value based on quoted market prices.

Hays County Emergency Services District #8

Notes to Financial Statements

2. Deposits and Investments

All investments at year end were held in the Texas Local Government Investment Pool (TexPool). The State Comptroller oversees TexPool, with Texas Treasury Safekeeping Trust Company managing the daily operations of the pool under a contract with the State Comptroller. TexPool is a 2(a)7 like fund, which means that it is constructed similar to a money market mutual fund. It allows shareholders the ability to deposit or withdraw funds on a daily basis. Such funds seek to maintain a constant net asset value of \$1.00 although this cannot be fully guaranteed. TexPool is rated AAAM (the highest rating a local government investment pool can achieve) and must maintain a dollar weighted average maturity not to exceed 60 days which is the limit. As of September 30, 2023, TexPool portfolio had weighted average maturity of 30 days. However, the District considers the holdings in these funds to have a one day weighted average maturity because the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value. As of September 30, 2023, the District had \$23,616,862 invested in TexPool.

Credit Risk – Credit Risk is the risk that an issuer or other counterparty to an investment will not fulfil its obligations. The ratings of securities by nationally recognized agencies are designed to give an additional indication of credit risk. At September 30, 2023, investments were included in an external local government investment pool with a rating in compliance with the District’s investment policy,

Concentration of Credit Risk – Concentration of credit risk is the risk of loss attributed to the magnitude of the District’s investment in a single issuer. At September 30, 2023, investments were included in an external local government investment pool.

Interest Rate Risk – The District considers the holdings in the external local government investment pool to have a one day weighted average maturity due to the fact that the share position can usually be redeemed each day at the discretion of the shareholders unless there has been a significant change in value. At September 30, 2023, investments were included in the external government investment pool.

3. Property Taxes

The District has the authority to levy a tax to a maximum of \$.10 per \$100 of value. Property taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2022, levy was \$.10 per \$100 of value. Taxes are due on receipt of the bill and are delinquent if not paid before February 1 of the year following the levy. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessors-Collector.

Hays County Emergency Services District #8

Notes to Financial Statements

4. Capital Assets

The following is a summary of changes in capital assets for the year:

	Beginning Balance	Additions	Retirements and Reclassifications	Ending Balance
Capital assets not being depreciated:				
Land	\$ 725,730	\$ -	\$ -	\$ 725,730
Construction in Progress	4,181,731	13,869,026	-	18,050,757
	4,907,461	13,869,026	-	18,776,487
Capital assets, being depreciated:				
Buildings	4,523,726	-	-	4,523,726
Trucks and equipment	5,768,367	175,444	-	5,943,811
Less accumulated depreciation	(4,595,308)	(513,034)	-	(5,108,342)
Total capital assets being depreciated, net	5,696,785	(337,590)	-	5,359,195
Capital assets, net	\$ 10,604,246	\$ 13,531,436	\$ -	\$ 24,135,682

Hays County Emergency Services District #8

Notes to Financial Statements

5. Long-Term Debt

Bank	Description	Maturity Date	Interest Rate	Beginning Balance	Additions	Retirements	Ending Balance
Government Capital	Station 2	3/1/2029	5.683%	\$ 959,030	\$ -	\$ 114,911	\$ 844,119
Marquette	Station 3	1/10/2027	3.696%	579,359	-	107,860	471,499
Extraco Banks NA	New Station	51,591	2.450%	17,689,448	-	740,037	16,949,411
Government Capital	New Engines	10/13/2024	2.250%	<u>754,575</u>	<u>-</u>	<u>253,657</u>	<u>500,918</u>
				<u>\$ 19,982,412</u>	<u>\$ -</u>	<u>\$ 1,216,465</u>	18,765,947
						Less current maturities	<u>(1,244,211)</u>
							<u>\$ 17,521,736</u>

Annual debt service required for the notes payable are as follows:

Future Payments	Principal	Interest	Total
2024	\$ 1,244,211	\$ 498,957	\$ 1,743,168
2025	1,280,919	462,250	1,743,169
2026	1,052,440	425,527	1,477,967
2027	1,084,380	393,588	1,477,968
2028	987,153	369,640	1,356,793
2029-2033	4,664,532	1,410,546	6,075,078
2034-2038	5,092,604	804,636	5,897,240
2039-2042	<u>3,359,708</u>	<u>168,915</u>	<u>3,528,623</u>
	<u>\$ 18,765,947</u>	<u>\$ 4,534,059</u>	<u>\$ 23,300,006</u>

Hays County Emergency Services District #8

Notes to Financial Statements

6. Risk Management

The District is exposed to various risks of loss including general liability, property damage, and worker's compensation. The District insures against risk through participation in the VFIS, an insurer of emergency organizations.

The District pays premiums to the risk pool for its general liability, property, auto, and workers' compensation coverage. The District's risk is limited to the amount of premiums paid unless the pool should fall, in which case, the District would be liable for its ratable share of the pool deficit.

7. Employee Retirement Plan

Plan Description – The District provides retirement, disability, and death benefits for all of its non-temporary full-time employees through a nontraditional defined benefit pension plan administered by the TCDRS. The Board of Trustees of TCDRS are responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of over 850 active participating counties and districts throughout Texas. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar basis. The CAFR is available at <http://www.tcdrs.org>.

Benefits Provided – Effective the date of employment, the District provides retirement, disability, and death benefits. A percentage of each employee's paycheck is deposited into his or her TCDRS account. That percentage has been set by the District at 7 percent and has elected a matching rate of \$2 to \$1. The employee's savings grow at a rate of 7 percent, compounded annually. At retirement, the employee's account balance is combined with the District's matching and converted into a lifetime monthly benefit. Employees receive a month of service time for each month that they make a deposit into their account. District employees also receive service time for the years worked prior to the District's participation in TCDRS. The amount of service an employee needs to earn a future benefit is called the vesting requirement. When an employee is vested, he or she has the right to a monthly benefit, which includes the employer matching contribution, at age 60 or older.

The District's employees must work five years to be vested. Once vested, an employee has earned the right to receive a lifetime monthly retirement benefit and is eligible to retire at age 60. The District has also adopted the Rule of 75, which gives all vested employees the right to retire and receive a lifetime monthly benefit when the employee's age plus years of service equals 75 or more. Any employee with 30 years of service, regardless of age, will also have the right to retire and receive a lifetime monthly benefit.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

Employee membership data related to the Plan, as of the valuation date of December 31, 2022, was as follows:

Retirees and beneficiaries receiving benefits	2
Terminated employees entitled to but not yet receiving benefits	18
Active plan members	56
Total	<u>76</u>

Any TCDRS member who is a vested member may terminate employment prior to attaining age 60 and remain eligible to retire and receive a monthly benefit after attaining age 60 provided his or her membership is not terminated other than by retirement.

Any TCDRS member who is a vested member who is totally and permanently disabled is eligible for a disability retirement benefit. A member who is not vested is eligible for disability retirement benefits if total and permanent disability was a result of an on-the-job injury.

Any TCDRS member who has four or more years of service credit with the District is eligible for purposes of the survivor annuity death benefit.

Retirees elect to receive their lifetime benefit by choosing one of seven actuarially equivalent payment options. Prior service gives employees credit for time worked for an eligible organization before it joined the system. Partial lump sum payments at retirement allow employees to withdraw part of their TCDRS account balance as a lump sum at retirement with a reduced monthly benefit. District employees all have the option to receive a lump sum payment at retirement up to the amount of their final account balance.

Any amendments to the plan would be approved by the District.

Contributions – The District has elected the annually determined contribution rate plan provision of the TCDRS Act. The plan is funded by monthly contributions from both employees and the employer based on the covered payroll of the employee. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The District contributed using an elected rate of 10% for the year ended September 30, 2022, as adopted by the governing body of the District. The actuarially determined rate for the year ended December 31, 2022, was 7%. The employee contribution rate was 7%. The employee contribution rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

Net Pension Asset – The District’s net pension asset was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of that date. The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Valuation testing	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Individual entry age normal
Amortization Method	Straight-line amortization over expected working life
Asset Valuation Method	5-year smoothed market
Inflation	3%
Salary Increases	Varies with age and service. 3% average over career including inflation
Investment Rate of Return	7.60%
Cost of Living Adjustment	Cost of Living Adjustments for the District are not considered to be automatic under GASB 68. Therefore, no assumptions for future cost of living adjustments are included in the GASB 68 calculations. No assumptions for future cost of living adjustments are included in the funding valuation.
Retirement Age	Between ages 40 and 74 with various rates of service retirement by gender: low of 4.5% for age 40-44 to high of 25% for age 65-66 for males and females.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.
Mortality:	
Depositing Members	90% of the RP-2014 Active Employee Mortality Table for males and 90% of the RP-2014 Active Employee Mortality Tables for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Service retirees, beneficiaries, and non-depositing members	130% of the RP-2014 Healthy Annuitant Mortality Table for males and 110% of the RP-2014 Healthy Annuitant Mortality Table for females, both projected with 110% of the MP-2014 Ultimate scale after 2014.
Disabled retirees	130% of the RP-2014 Disabled Annuitant Mortality Table for males and 115% of the RP-2014 Mortality Table for females, both projected with 110% of the MP-2014 Ultimate Scale after 2014.

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

The actuarial assumptions that determined the total pension liability as of December 31, 2022, were based on the results of an actuarial experience study for the period December 31, 2015, through December 31, 2022, except where required to be different by GASB 68.

Long-Term Expected Rate of Return – The long-term rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS’ investment consultant, Cliffwater LLC. The numbers shown are based on January 2022 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation (a)	Geometric Real Rate of Return (Expected minus Inflation) (b)
US Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.95%
Global Equities	MSCI World (net) Index	2.50%	4.95%
International Equities – Developed	MSCI World Ex USA (net) Index	5.00%	4.95%
International Equities – Emerging	MSCI Emerging Markets (net) Index	6.00%	4.95%
Investment-Grade Bonds	Bloomberg Barclays U.S. Aggregate Bond Index	3.00%	2.40%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.39%
Direct Lending	Morningstar LSTA US Leveraged Loan TR USD Index	16.00%	6.95%
Distressed Debt	Cambridge Associates Distressed Securities Index (d)	4.00%	7.60%
REIT Equities	67% FTSE NAREIT Equity REIT Index + 33% S&P Global REIT (net) Index	2.00%	4.15%
Master Limited Partnerships	Aerian MLP Index	2.00%	5.30%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (c)	6.00%	5.70%
Private Equity	Hedge Fund Research, Inc.	6.00%	2.90%
Hedge Funds	Hedge Funds Research Inc., (HFRI) Fund of Composite	6.00%	2.90%
Cash Equivalents	90-Day US Treasury	2.00%	0.20%

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

- a) Target allocation adopted at the April 2019 TCDRS Board Meeting.
- b) Geometric real rates of return equity the expected return minus the assumed inflation rate of 1.7%, per Cliffwater LLC's 2019 capital market assumptions.
- c) Includes vintage years 2006-present of Quarter Pooled Horizon internal rates of return.
- d) Includes vintage years 2005-present of Quarter Pooled Horizon internal rates of return.
- e) Includes vintages years 2007-present of Quarter Pooled Horizon internal rates of return.

The discount rate used to measure the total pension liability was 8.10%. This rate reflects the long-term rate of return funding valuation assumption of 8.00%, plus 0.10% adjustment to be gross administrative expenses as required by GASB 68. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active, inactive, and retired members. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return, and the municipal bond rate does not apply.

Changes in Net Pension Asset – Changes in the District's net pension asset for the valuation year ended December 31, 2022, are as follows:

	Total Pension Liability	Increase (Decrease) Fiduciary Net Position	Net Pension (Asset) Liability
	(a)	(b)	(a) - (b)
Balance as of December 31, 2021	\$ 6,925,513	\$ 6,177,163	\$ 748,350
Changes for the year:			
Service Cost	697,552		697,552
Interest on total pension liability (1)	578,170		578,170
Effect of plan changes (2)			-
Effect of economic/demographic gains or losses	135,375		135,375
Effect of assumption changes or inputs			-
Refund of contributions	(9,570)	(9,570)	-
Benefit payments	(22,140)	(22,140)	-
Administrative expenses		(4,089)	4,089
Member contributions		330,310	(330,310)
Net investment income		(455,987)	455,987
Employer contributions		802,181	(802,181)
Other (3)		160,143	(160,143)
Balance as of December 31, 2022	<u>\$ 8,304,900</u>	<u>\$ 6,978,011</u>	<u>\$ 1,326,889</u>

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

(1) reflects the change in the liability due to time value of money. TCDRS does not charge fees or interest.

(2) no plan changes valued.

(3) relates to allocation of system-wide items.

Sensitivity Analysis – The following presents the net pension asset of the District, calculated using the discounted rate of 7.6%, as well as what the District’s net pension asset would be if it were calculated using a discount rate that is 1 percentage point lower (6.6%) or 1 percentage point higher (8.6%) than the current rate.

	1% Decrease (6.60%)	Current Discount Rate	1% Increase (8.60%)
Total pension liability	\$ 9,986,472	\$ 8,304,899	\$ 6,953,903
Fiduciary net position	6,978,008	6,978,008	6,978,008
Net pension liability/(asset)	\$ 3,008,464	\$ 1,326,891	\$ (24,105)

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources – For the year ended September 30, 2020, the District recognized pension expense of \$446,957.

As of September 30, 2023, the deferred outflows and inflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 19,578	\$ 407,094
Changes of assumptions	20,104	380,611
Net difference between projected and actual earnings	-	345,291
Contributions made subsequent to measurement date	-	-
Total	\$ 39,682	\$ 1,132,996

Hays County Emergency Services District #8

Notes to Financial Statements

7. Employee Retirement Plan (continued)

The amounts reported as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. The remaining amounts currently reported as deferred outflows of resources related to pensions will be recognized in the pension expense as follows:

Service cost	\$	697,552
Interest on total pension liability		578,170
Effect on plan changes		-
Administrative expenses		4,089
Member contributions		(330,310)
Expected investment return net of investment expenses		(516,350)
Recognition of economic/demographic gains or losses		56,307
Recognition of assumption changes or inputs		58,788
Recognition of investment gains or losses		58,853
Other - relates to allocation of system-wide items		(160,143)
Pension expense	\$	<u>446,956</u>

Hays County Emergency Services District #8

Notes to Financial Statements

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8. Reconciliation of Government Wide and Fund Financial Statements

Amounts reported for governmental activities in the statement of net assets are different because:

Governmental funds total fund balance	\$ 22,106,228
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	24,135,682
Other reconciling items	(1,515,849)
Long-term debt	<u>(18,765,947)</u>
Total net position	<u>\$ 25,960,114</u>

Amounts reported for governmental activities in the statement of activities are different because:

Revenues in excess of expenditures	\$ (7,949,755)
Current year capital outlays	13,858,082
Repayment of long-term debt	1,216,466
Other reconciling items	24,506
Pension plan expense	(986,146)
Depreciation expense	<u>(513,034)</u>
Change in net position	<u>\$ 5,650,119</u>

9. Commitment

The District is in the process of building a new 42,068 square foot Administrative/Training/Fire Station and 3,600 square foot Support/Maintenance Shop. The total commitment to the contractor is \$22,406,737 with \$17,552,813 paid towards this commitment to date.

Hays County Emergency Services District #8

Notes to Financial Statements

Hays County Emergency Services District #8

Budgetary Comparison Schedule – General Fund

For the Year Ended September 30, 2023

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues:				
Property tax revenue	\$ 5,444,980	\$ 6,080,083	\$ 6,140,399	\$ 60,316
Sales tax revenue	2,500,000	3,150,000	3,656,813	506,813
EMS revenue	3,411,426	3,266,088	3,750,975	484,887
Grant revenue	4,000	3,000	1,502,363	1,499,363
Other income	32,600	51,200	1,284,014	1,232,814
Permit fees	40,000	40,000	57,767	17,767
Training revenue	500	2,500	-	(2,500)
	<u>11,433,506</u>	<u>12,592,871</u>	<u>16,392,331</u>	<u>3,799,460</u>
Expenditures:				
Payroll and related costs	6,532,359	6,431,074	7,421,896	(990,822)
Debt service	1,743,169	1,827,669	1,743,169	84,500
Maintenance	1,909,903	1,213,844	14,029,935	(12,816,091)
Insurance	175,500	181,000	71,770	109,230
Firefighting supplies and programs	438,000	453,000	196,416	256,584
EMS expenses	234,950	235,000	184,205	50,795
Utilities and telephone	100,750	100,750	330,118	(229,368)
Office supplies	91,000	77,000	116,333	(39,333)
Fuel	72,550	81,000	77,692	3,308
Professional fees	171,520	143,000	138,831	4,169
Training expense	55,000	55,000	40,602	14,398
Total expenditures/expenses	<u>11,524,701</u>	<u>10,798,337</u>	<u>24,350,967</u>	<u>(13,552,630)</u>
Expenditures in excess of revenues	(91,195)	1,794,534	(7,958,636)	(9,753,170)
Fund balance at beginning of year	30,055,983	30,055,983	30,055,983	-
Fund balance at end of year	<u>\$ 29,964,788</u>	<u>\$ 31,850,517</u>	<u>\$ 22,097,347</u>	<u>\$ (9,753,170)</u>

Hays County Emergency Services District #8

Schedule of Changes in Net Pension Asset and Related Ratios

For the Year Ended September 30, 2023

	2022	2021	2020	2019	
Total Pension Liability					
Service Cost	\$ 697,552	\$ 682,012	\$ 462,536	\$ 422,058	\$
Interest on total pension liability	578,170	486,499	373,291	294,702	
Effect of plan changes	-	-	-	225,316	
Effect of assumption changes or inputs	-	69,960	489,081	-	
Effect of economic/demographic (gains) or losses	135,375	(16,059)	281,629	21,829	
Benefit payment/refunds or contributions	(31,711)	(31,789)	(34,624)	(33,686)	
Net change in total pension liability	1,379,386	1,190,623	1,571,913	930,219	
Total pension liability, beginning	6,925,513	5,734,890	4,162,976	3,232,756	2
Total pension liability, ending	<u>\$ 8,304,899</u>	<u>\$ 6,925,513</u>	<u>\$ 5,734,889</u>	<u>\$ 4,162,975</u>	<u>\$ 3</u>
Fiduciary Net Position					
Employer contributions	\$ 802,181	\$ 776,233	\$ 738,090	\$ 496,218	\$
Member contributions	330,310	319,625	303,919	198,487	
Investment income net of investment expenses	(455,987)	1,016,082	286,006	290,936	
Benefit payment/refunds of contributions	(31,711)	(31,789)	(34,624)	(33,686)	
Administrative expenses	(4,089)	(3,342)	(2,977)	(2,095)	
Other	160,143	31,267	30,082	23,014	
Net change in fiduciary net position	800,847	2,108,076	1,320,496	972,874	
Fiduciary net position, beginning	6,177,162	4,069,086	2,748,590	1,775,714	
Fiduciary net position, ending	6,978,009	6,177,162	4,069,086	2,748,588	1
Net pension liability/ (asset), ending	<u>\$ 1,326,890</u>	<u>\$ 748,351</u>	<u>\$ 1,665,803</u>	<u>\$ 1,414,387</u>	<u>\$ 1</u>
Fiduciary net position as a % of total pension liability	84.02%	89.19%	70.95%	66.02%	
Pensionable covered payroll	\$ 4,718,712	\$ 4,566,077	\$ 4,341,708	\$ 3,308,121	\$ 3
Net pension liability/(asset) as a % of	28.12%	16.39%	38.37%	42.75%	

This schedule is presented to illustrate the requirement to show information for 10 years. Additional years will be disclosed as they become available.

Hays County Emergency Services District #8

Schedule of District Contributions

For the Year Ended September 30, 2023

<u>Year ending December 31,</u>	<u>Actuarially Determined Contribution (1)</u>	<u>Actual Employer Contribution (1)</u>	<u>Contribution Deficiency (Excess)</u>	<u>Pensionable Covered Payroll (2)</u>	<u>Actual Contribution as a % of Covered Payroll</u>
2013					
2014					
2015	91,378	91,378	-	1,086,535	8.4%
2016	223,245	228,427	(5,182)	2,654,519	8.6%
2017	219,099	280,476	(61,377)	2,856,570	9.8%
2018	440,373	473,859	(33,486)	3,159,060	15.0%
2019	430,056	496,218	(66,162)	3,308,121	15.0%
2020	587,433	738,090	(150,657)	4,341,706	17.0%
2021	601,809	776,233	(174,424)	4,566,077	17.0%
2022	593,142	802,181	(209,039)	4,718,712	17.0%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement NO. 68 indicates the employer should report employer contribution amounts on a fiscal year basis. If additional assistance is needed, please contact TCDRS.

(2) Payroll is calculated based on contributions as reported to TCDRS.

This schedule is presented to illustrate the requirement to show information for 10 years.

Hays County Emergency Services District #8

Notes to Required Supplementary Information

For the Year Ended September 30, 2019

Valuation date: actuarially determined contribution rates are calculated each December 31, two years prior (if available) to the end of the fiscal year in which contributions are reported.

Actuarial Cost Method	Individual entry age normal
Amortization Method	Level percentage of payroll, closed
Remaining Amortization Period	5.0 years based on contribution rate calculated in 12/31/2022 valuation
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies with age and service. 4.70% average over career including inflation
Investment Rate of Return	7.50% net of administrative and investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub - 2010 for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employee Contributions*	<p>2015 – new inflation, mortality and other assumptions were reflected.</p> <p>2017 – new mortality assumptions were reflected.</p> <p>2019 – new inflation, mortality and other assumptions were reflected.</p> <p>2022 – new investment return and inflation assumptions were reflected.</p>
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	<p>2015 – no changes in plan provision were reflected in the Schedule.</p> <p>2016 – no changes in plan provisions were reflected in the Schedule.</p> <p>2017 – new annuity purchase rates were reflected for benefits earned after 2017.</p> <p>2018 – employer contributions reflect that the prior service matching rate was increased to 100%</p> <p>2019 – no changes in plan provisions were reflected in the Schedule.</p> <p>2020 – employer contributions reflect the member contribution rate was increased to 7%.</p> <p>2022 – no changes in plan provisions were reflected in the schedule</p>

*- Only changes that affect the benefit amount and that are effective 2015 and later are shown in the Notes to the Schedule.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

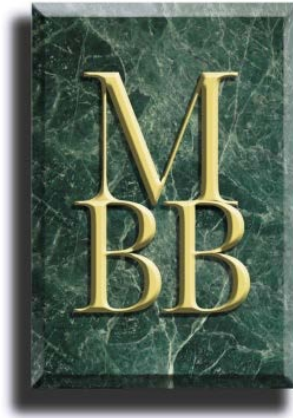
Accept the Fiscal Year 2023 Hays County Emergency Services District #9 Audit Report per Texas Health and Safety Code 775.082. **INGALSBE/SHELL/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated February 15, 2024, is attached.

Attachments

HCESD#9 FY2023 Audit Report



Montemayor Britton Bender PC

CERTIFIED PUBLIC ACCOUNTANTS

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

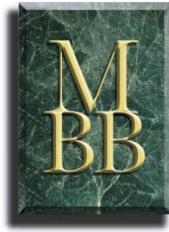
INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

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Montemayor Britton Bender PC
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Hays County Emergency Services District #9

INDEPENDENT AUDITOR'S REPORT

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of the Hays County Emergency Services District #9 (District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2023 and the respective changes in financial position and, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

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Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Montemayor Brittan Bender PC

February 15, 2024
Austin, Texas

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Hays County Emergency Services District #9 (“the District”) for the year ended September 30, 2023. Please read it in conjunction with the District’s financial statements, which follow this section.

Financial Highlights

- The District’s property tax rate was assessed at \$.0505 per \$100 of assessed valuation for the year ended September 30, 2023. Property tax revenues for the year were \$4,551,758, an increase of \$714,298 over prior year.
- The District incurred an increase in net position of \$324,458 for the year.
- Cash and cash equivalents amounted to \$2,805,144 at September 30, 2023, which represented an increase of \$327,351 over the \$2,477,793 balance at September 30, 2022.

Overview of the Financial Statements

This annual report consists of three parts—*management’s discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District’s finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Position* presents information on all of the District’s assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District’s net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: property taxes assessed but uncollected as of 31 days after year-end).

Because the District’s principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT’S DISCUSSION AND ANALYSIS

inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. Both the Governmental Funds balance sheet and the Governmental Funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net position may serve as a useful indicator of the District’s financial position. The District’s net position (assets less liabilities) was \$2,869,143 at September 30, 2023. The District’s net position is unrestricted and available to meet the District’s ongoing obligations. Governmental activities account for all of the changes in net position at the government-wide reporting level as the District has no business-type activities. The tables below summarize the financial position of the District at September 30, 2023 and 2022 and the results of operations for the same years ended.

	<u>9/30/2023</u>	<u>9/30/2022</u>
<u>Current assets</u>	\$2,873,027	\$2,545,676
<u>Current liabilities</u>	3,884	991
<u>Net position</u>		
Unrestricted	<u>\$2,869,143</u>	<u>\$2,544,685</u>
<u>Revenues</u>	<u>9/30/2023</u>	<u>9/30/2022</u>
Ad Valorem property taxes	\$4,551,758	\$3,837,460
Interest	<u>78,279</u>	<u>1,958</u>
Total revenues	<u>4,630,037</u>	<u>3,839,418</u>
<u>Expenses</u>		
District EMS contract	4,208,898	2,884,686
Station improvements	0	43,800
ESD #5 cost sharing	44,000	40,000
Appraisal District fees	28,918	25,259
Professional services	18,244	15,316
Tax Assessor fees	0	9,293
Insurance	2,796	2,432
Training and professional organizations	1,430	4,082
Other	<u>1,293</u>	<u>1,615</u>
Total expenses	<u>4,305,579</u>	<u>3,026,483</u>
Change in net position	324,458	812,935
Net position, beginning	<u>2,544,685</u>	<u>1,731,750</u>
Net position, ending	<u>\$2,869,143</u>	<u>\$2,544,685</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

MANAGEMENT'S DISCUSSION AND ANALYSIS

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2023, the District's only Governmental Fund was the General Fund, and it reported ending fund balance of \$2,801,260, an increase of \$324,458 over the year-ended September 30, 2022. The District's ending unassigned fund balance was unencumbered and available for spending at the District's discretion.

General Fund Budgetary Highlights

General Fund revenues were \$234,503, or 5%, over budget, due to \$156,224 more than anticipated property tax revenues and \$78,279 in unbudgeted interest income. Expenses for the General Fund were \$123,621, or 3%, less than budget, primarily due to the budget for election costs and tax assessor fees not being expended in the current fiscal year.

Economic Factors, Future Years' Budgets and Tax Rates

The tax levy for fiscal year 2023-2024 is expected to provide an approximately \$712,000 increase in tax revenues for the next fiscal year. The tax rate was set at \$.4913 per \$100 of assessed valuation for fiscal year 2023-2024.

The District considers many factors when approving budgets for the next year's fiscal activities. With increased tax revenues, the District's budget for operating expenses is expected to increase a proportional amount to support increased services.

Request for Information

This financial report is designed to provide a general overview of the finances of the District for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Carla Sisk, Treasurer
Hays County Emergency Services District #9
210 W. Moore St.
Kyle, TX 78640

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET

SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 7)</u>	<u>Statement of Net Position</u>
ASSETS			
Cash and cash equivalents	\$2,805,144		\$2,805,144
Taxes receivable	67,883		67,883
Total assets	<u>\$2,873,027</u>		<u>2,873,027</u>
LIABILITIES			
Current liabilities:			
Accounts payable	<u>\$3,884</u>		<u>3,884</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - property taxes	<u>67,883</u>	(67,883)	<u>-</u>
FUND BALANCES/NET POSITION			
FUND BALANCES			
Fund balance - unassigned	<u>2,801,260</u>	(2,801,260)	
	<u>\$2,873,027</u>		
NET POSITION			
Unrestricted		(2,869,143)	<u>\$2,869,143</u>

The accompanying notes are an integral part of this financial statement presentation.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General Fund</u>	<u>Adjustments (Note 7)</u>	<u>Statement of Activities</u>
EXPENDITURES/EXPENSES:			
District EMS contract	\$4,208,898		\$4,208,898
ESD #5 cost sharing	44,000		44,000
Appraisal District fees	28,918		28,918
Professional services	18,244		18,244
Insurance	2,796		2,796
Training and professional organizations	1,430		1,430
Other	1,293		1,293
	<u>4,305,579</u>		<u>4,305,579</u>
GENERAL REVENUES:			
Ad Valorem tax revenues	4,551,758		4,551,758
Interest	78,279		78,279
	<u>4,630,037</u>		<u>4,630,037</u>
CHANGE IN FUND BALANCE/NET POSITION	324,458		324,458
BEGINNING FUND BALANCE/NET POSITION	<u>2,476,802</u>	67,883	<u>2,544,685</u>
ENDING FUND BALANCE/NET POSITION	<u><u>\$2,801,260</u></u>		<u><u>\$2,869,143</u></u>

The accompanying notes are an integral part of this financial statement presentation

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Hays County Emergency Services District #9 (the District) is the local governmental agency responsible for providing emergency medical services to a large portion of eastern and southern Hays County, including the cities of Kyle, Umland and Neiderwald. The District was approved by voters in the November 2016 general election and began contracting for services with the San Marcos Hays County EMS in February 2018.

The District is not included in any other governmental reporting entity as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. Additionally, no other entity meets the requirements for inclusion in the District's financial statements.

The District is governed by a five-member Board of Fire Commissioners (the Board) appointed for two-year terms by the Hays County Commissioners. The District has no employees, office location or fixed assets. The Board sets the budget and tax rate within limits authorized by Chapter 775 of the Health and Safety Code.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported by Ad Valorem property taxes. The Statement of Activities demonstrates how the District used revenue and demonstrates how direct expenses of a given function are offset by program revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 31 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include short-term, highly liquid deposits, such as sweep accounts and money market accounts, that are readily convertible to known amounts of cash and so near maturity that there is no significant risk of changes in value due to changes in interest rates.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

NET POSITION

Net position represents the difference between assets, deferred outflows, liabilities and deferred inflows. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then unrestricted resources as they are needed.

FUND BALANCES

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District can establish limitations of the use of resources through either a commitment or an assignment. When both unassigned and committed or assigned funds are available for expenditure, committed or assigned funds are used first.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nonspendable fund balances are amounts that cannot be spent because they are not in a spendable form or legally or contractually required to be maintained intact. Committed fund balances include amounts that can only be used for specific purposes determined by a formal action of the Board or adoption of an ordinance. Limitations imposed by commitments remain in place until formal Board action is taken to remove the limitation. Amounts in the assigned fund balances are intended to be used by the District for specific purposes but do not meet the criteria to be committed. Assignments are generally temporary and do not require Board action to be taken to remove the assignment.

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

The statement of net position and governmental funds balance sheet reports a separate section for deferred outflows of resources representing a consumption of net position that applies to a future period and is not recognized as an outflow of resources in the current period. The District's does not have any deferred outflows. The statement of financial position and governmental funds balance sheet reports a separate section for deferred inflows of resources representing an acquisition of net position that applies to a future period and is not recognized as an inflow of resources or revenue until that time. The District has one item which qualifies for reporting in this category- unavailable property tax revenue. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

NOTE 3: DEPOSITS

At September 30, 2023, the carrying amount and the bank balance of the District's cash deposits was \$200,000. Additionally, the District held \$2,605,144 of cash equivalents in a sweep account at year-end. The District has pledged securities for any amounts in excess of FDIC coverage. The District was in compliance with the requirements of Chapter 2256 and with its investment policy during the year.

NOTE 4: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft, errors and omissions, and lawsuits. The District purchases insurance to provide coverage for these risks.

NOTE 5: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad Valorem property taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2022 levy was \$0.505 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of February in the year following levy. On January 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Hays County Tax Assessor-Collector.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9

NOTES TO FINANCIAL STATEMENTS

NOTE 6: BUDGET

The District adopts an annual budget for each fiscal year and amends the budget as needed during the year. The budget was amended during the fiscal year. The District does not use an encumbrance system and appropriations lapse at the end of each fiscal year.

Certain revenue and expenses were different than budgeted, resulting in a higher than budgeted fund balance. Primarily, property tax revenue and interest income were higher than budgeted, and expenses for professional fees and the District EMS contract were lower than anticipated. Additionally, the budget for election costs and tax assessor fees were not utilized during the fiscal year.

NOTE 7: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Fund balance - general fund	\$2,801,260
Taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	<u>67,883</u>
Net position - governmental activities	<u>\$2,869,143</u>
Change in fund balance - general fund	\$324,458
Change in taxes receivable deferred in the fund financial statements and not in the government-wide financial statements	<u>0</u>
Change in net position - governmental activities	<u>\$324,458</u>

HAYS COUNTY EMERGENCY SERVICES DISTRICT #9
BUDGETARY COMPARSION SCHEDULE - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
GENERAL REVENUES				
Ad Valorem tax revenues	\$4,395,534	\$4,395,534	\$4,551,758	\$156,224
Interest	-	-	78,279	78,279
	<u>4,395,534</u>	<u>4,395,534</u>	<u>4,630,037</u>	<u>234,503</u>
EXPENDITURES				
District EMS contract	4,193,000	4,243,000	4,208,898	34,102
Election costs	60,000	60,000	-	60,000
ESD #5 cost sharing	44,000	44,000	44,000	-
Appraisal District fees	32,500	32,500	28,918	3,582
Professional services	26,000	26,000	18,244	7,756
Tax Assessor fees	7,800	12,000	-	12,000
Insurance	3,600	3,600	2,796	804
Training and professional organizations	5,000	5,000	1,430	3,570
Other	3,100	3,100	1,293	1,807
	<u>4,375,000</u>	<u>4,429,200</u>	<u>4,305,579</u>	<u>123,621</u>
CHANGE IN FUND BALANCE	20,534	(33,666)	324,458	358,124
BEGINNING FUND BALANCE	<u>2,476,802</u>	<u>2,476,802</u>	<u>2,476,802</u>	<u>-</u>
ENDING FUND BALANCE	<u><u>\$2,497,336</u></u>	<u><u>\$2,443,136</u></u>	<u><u>\$2,801,260</u></u>	<u><u>\$358,124</u></u>



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Auditor's Office Quarterly Internal Examination Reports. **VILLARREAL-ALONZO**

Summary

Quarterly Internal Examination Reports include the following Offices:

Constable Pct. 1 - April to June 2024

Constable Pct. 3 - April to June 2024

Constable Pct. 5 - Jan to March 2024

Attachments

Quarterly Internal Examination Reports



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2265

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

July 22, 2024

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail, Ste. 2210
San Marcos, Texas 78666

Constable Peterson:

The Hays County Auditor's Office has examined the Hays County Constable, Precinct 1 monthly reports for the months April 2024 through June 2024. The scope of the examination was limited to reviewing the records submitted to this office by the Constable, Precinct 1 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA
County Auditor

jc



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

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Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

July 22, 2024

Honorable Don Montague
Hays County Constable Precinct 3
200 Stillwater Road
Wimberley, Texas 78676

Dear Constable Montague:

The Hays County Auditor's Office has examined the monthly reports of the Constable Precinct 3 Office for the months of April 2024 through June 2024. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 3. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

jc



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

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Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Scot Woodland

Assistant County Auditor

scot.woodland@co.hays.tx.us

July 19, 2024

Honorable John Ellen
Hays County Constable Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Constable Ellen:

The Hays County Auditor's Office has examined the monthly reports of the Constable Precinct 5 Office for the months of January 2024 through March 2024. The scope of the examination was limited to reviewing the records submitted to this office by the Constable Precinct 5 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

jc



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Shell

Agenda Item

Authorize the execution of the Consent to Assignment Letter for the company merger and name change of Urban Design Group, PC to Dunaway Associates, LLC dba Dunaway|UDG. **SHELL/HUNT**

Summary

Urban Design Group, PC was acquired by Dunaway Associates, LLC dba Dunaway|UDG including all contracts. Urban Design Group, PC was awarded into the Professional Engineering Services pool under pursuant to RFQ 2018-P08, and is currently a pre-qualified firm in RFQ 2021-Q01 Professional Engineering Services. Dunaway Associates, LLC has submitted an updated organizational chart and resumes, and several of the pre-qualified employees have remained with the company; therefore, it is the recommendation that they will remain in the current pool.

Attachments

Assignment Letter



June 17, 2024

Re: Consent to Assignment of RFQ Solicitation No. 2018-P08

Dear Stephanie Hunt,

Reference is hereby made to that certain Assignment of Contracts, by and between Urban Design Group, PC (“*Seller*”) and Hays County (“*you*”), dated as of 2018 (the “*Contract*”).

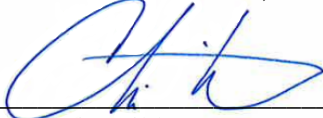
Effective as of 2018, Seller entered into an Asset Purchase Agreement with Dunaway Associates, LLC d/b/a Dunaway | UDG (“*Buyer*”), pursuant to which Buyer has acquired certain assets of Seller, including the Contract (the “*Transaction*”).

The purpose of this letter is to request your consent to the transfer of the Contract to Buyer, and the assumption by Buyer of all of Seller’s duties, obligations and liabilities under the Contract arising on or after, but not before, the effective date of the Transaction (the “*Assignment*”). By executing this letter in the space provided below, you (i) consent to and approve of the Assignment and (ii) agree that this consent represents your complete consent to the Assignment and no other consent, notice or action is required under the Agreement. Please indicate your consent to the Assignment by signing below.

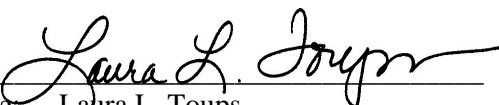
Please return an executed copy of this letter to the attention of Dunaway | UDG, 550 Bailey Ave., #400, Fort Worth, Texas 76107 or email at your earliest convenience. If you have any questions regarding the foregoing, please contact Victoria Velasquez at 817-632-4788 or vvelasquez@dunawayassociates.com. Thank you for your prompt attention to this matter.

Sincerely,

DUNAWAY ASSOCIATES, LLC

By: 
Name: Chris Wilde
Title: Chief Executive Officer | Principal

URBAN DESIGN GROUP, PC

By: 
Name: Laura L. Toups
Title: Senior Engagement Manager

Agreed and consented to as of the date first set forth above:

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

By: _____
Name: _____
Title: _____



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item:

Approve specifications for IFB 2024-B13 Sentinel Peak - Boundary Fence and authorize Purchasing to advertise and solicit for bids. **SHELL/T.CRUMLEY**

Summary:

Hays County (County) is seeking bids from qualified and experienced General Contractors to provide all labor, materials, and equipment necessary for the removal of an old, existing boundary fence and replace it with a combination of 5-strand barbed wire and game fencing located at Sentinel Peak.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 154-813-97-386.5741

Budget Office:

Source of Funds: 2020 Voter Approved Park Bond Fund (issued in 2021)

Budget Amendment Required Y/N?: No

Comments: Budget will be amended once a contract is awarded.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Local Government Code Chapter 262.021

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc Capital Improvements

New Revenue Y/N?:

Comments:

Attachments

IFB 2024-B13 Sentinel Peak - Boundary Fence



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.:
IFB 2024-B13 Sentinel Peak – Boundary Fence

Date Issued: July 30, 2024

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time August 22, 2024.

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 IFB must be received in writing no later than 5:00 on August 13, 2024.

Phone No.: (512) 393-2267

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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 Attachment E: Existing Fence Assessment

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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. Attachment A: IFB 2024-B13 Bid Form and Fee Schedule
- 3. Vendor Reference Form
- 4. Bid Bond 5%

Required Forms by Hays County:

- 1. Conflict of Interest Questionnaire
- 2. Code of Ethics
- 3. HUB Practices
- 4. House Bill 89 Verification
- 5. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)
- 6. Israel Boycott Certification (TGC 2271.002)
- 7. Prohibition of Energy Company Boycott Certification (TGC 2274)
- 8. Debarment & Licensing Certification
- 9. Vendor/Bidder's Affirmation
- 10. Federal Affirmations and Solicitation Acceptance
- 11. Related Party Disclosure Form
- 12. System for Award Management (www.SAM.gov) Entity Registration Page
- 13. 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 and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666
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 1012, San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Invitation for Bid
2. **Solicitation Number:** IFB 2024-B13
Sentinel Park – Boundary Fence
3. **Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. **Pre-Bid Meeting (Site Visit)** **Meeting Entrance on CR 32: Sentinel Peak, 5800 CR 32, Fischer, TX Monday, August 12 @ 9:00 AM (CST)**
6. **Deadline for Responses:** In issuing office no later than:
August 22, 2024; 11:00 a.m. Central Time (CT)
7. **Initial Contract Term:** One (1) month
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Bonding Requirements** Bid Bond: 5% of total bid amount due at bid submittal.
Performance and Payment Bonds: 100% of Contract Price within 10 days of award
10. **Retainage** The owner will withhold 5% retainage of the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.
11. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 13, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD 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 IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD 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.

12. Addenda

Any interpretations, corrections or changes to this IFB 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.

13. 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.

14. Websites:

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the following websites:

- www.bidnetdirect.com/hayscounty,
- <http://www.txsmartbuy.com/sp>,
- <https://www.sanmarcostx.gov/Bids.aspx>

Anticipated Schedule of Events

July 30, 2024	Court Approval
August 1, 2024	Issuance of IFB
August 12, 2024	Pre-Bid/Site Visit
August 13, 2024	Deadline for Submission of Questions (5:00 PM CT)
August 22, 2024	Deadline for Submission of Proposals (11:00 AM CT) Late bids will not be accepted.
September/October 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking bids from qualified and experienced General Contractors to provide all labor, materials, and equipment necessary for the removal of an old, existing boundary fence and replace it with a combination of 5-strand barbed wire and game fencing located at Sentinel Peak.

B. Scope of Work

The scope includes the site located at 5800 Farm to Market Road 32, Fischer, TX 78623, approx. 20,982 LF (4 miles) of existing boundary fence to be removed and disposed of. A new boundary fence will be installed consisting of an estimated 15,456 LF of 5-Strand Barbed Wire Fence, an estimated 4,837 LF of 6' Tall Woven Wire Fence, and one (1) Type 1 Gate.

Contractor Responsibility:

- The contractor shall review Attachments B, C, D, E & F to ensure they understand the full scope of work required.
- The contractor shall provide all labor, materials, mobilization, tools, supplies, permits, equipment, and transportation necessary to provide fence installation in strict accordance with any applicable local, state, and federal codes and guidelines.
- Contractor is responsible for the legal disposal and cost of debris removal.
- The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.

C. Attachment A: IFB 2024-B13 Bid Form and Fee Schedule

- The respondent must provide the cost of service by completing the mandatory bid form and fee schedule included as Attachment A: IFB 2024-B13 Bid Form and Fee Schedule. The bid should be a lump sum bid and shall be inclusive of all charges and services requested in the Attachments B, C, and D of this solicitation.
- 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.

D. Qualifications

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors' vehicles must be permitted in compliance with all Federal, State, County and City requirements.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility.

A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder 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 bidder 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.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
 - One (1) original bid with required forms manually signed by Respondent with original signatures
 - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
 - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
 - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: <https://hayscountytexas.com/departments/auditor/purchasing/bidding-opportunities/>

BidNet Direct: <https://www.bidnetdirect.com/texas/hayscounty>

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 BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

F. Award of Contract

BASIS OF AWARD: The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Bid Document

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County, if applicable
- Hays County’s evaluation of vendor’s ability to perform
- 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 services 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 ninety (90) calendar days.

The successful bidder expressly warrants that all services 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 services upon notification by the County and without additional expense to 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.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

G. Warranty of Performance

The successful respondent expressly warrants that all services 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 performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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	\$1,000,000.00
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: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

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	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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> <p style="margin-left: 40px;">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> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p>		
<p>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).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

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. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below (“Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Company Name	Date
--------------	------

Print Name of Company Representative	Signature of Company Representative
--------------------------------------	-------------------------------------

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Company Name	Date
--------------	------

Print Name of Company Representative	Signature of Company Representative
--------------------------------------	-------------------------------------

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
---	--

Date	IFB/RFP/RFQ Number
------	--------------------

XIII. Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XIV. 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: _____

XV. 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

XVI. 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.

<u>Section A: Current Hays County Employee</u>	
Employee Name	Title

<u>Section B: Former Hays County Employee</u>		
Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		
Employee or Former Employee Name	Title	
Name of Related Person	Title	Relationship

<u>Section D: No Known Relationships</u>
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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XVII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

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

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Approve specifications and identify funding for IFB 2024-B11 Energy Efficient Mobile Generator and authorize Purchasing to advertise and solicit for bids. **BECERRA/JONES**

Summary:

Hays County issues this Invitation for Bid (IFB) to solicit bids for an energy efficient mobile generator that has the capability of dual-fuel and powered by ammonia, propane, butane, hydrogen or any other environmentally friendly energy source, along with a five-year maintenance and service agreement.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: TBD

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: N/A

Comments: Funding will need to be identified if solicitation results in an award.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Texas Local Government Code 262.021

Auditor's Office

G/L Account Validated Y/N?: TBD

New Revenue Y/N?:

Comments:

Attachments

IFB 2024-B11 Solicitation



SOLICITATION, OFFER AND AWARD

Hays County
Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666

Solicitation No.:
IFB 2024-B11 Energy Efficient Mobile Generator

Date Issued: July 30, 2024

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

10:00 a.m. local time August 22, 2024.

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 IFB must be received in writing no later than 5:00 on August 12, 2024.

Phone No.: (512) 393-2267

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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Attachment A: 2024-B11 Bid Form and Fee Schedule

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. Attachment A: IFB 2024-B11 Bid Form and Fee Schedule
- 3. Vendor Reference Form

Required Forms by Hays County:

- 1. Conflict of Interest Questionnaire
- 2. Code of Ethics
- 3. HUB Practices
- 4. House Bill 89 Verification
- 5. Iran, Sudan, and Foreign Terrorist Organization
- 6. Israel Boycott Certification
- 7. Prohibition of Energy Company Boycott Certification
- 8. Debarment & Licensing Certification
- 9. Vendor/Bidder's Affirmation
- 10. Federal Affirmations and Solicitation Acceptance
- 11. Related Party Disclosure Form
- 12. System for Award Management (www.SAM.gov) Entity Registration Page
- 13. 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 and one (1) hard copy delivered, within 24 hours of proposal due date, in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to: Hays County Purchasing, 712 S Stagecoach Trail, Suite 1012, San Marcos, TX 78666
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 1012, San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Invitation for Bid
2. **Solicitation Number:** IFB 2024-B11
Energy Efficient Mobile Generator
3. **Issuing Office:** Hays County Purchasing Office
712 S. Stagecoach Trail, Suite 1012
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date.
5. **Deadline for Responses:** In issuing office no later than:
August 22, 2024; 10:00 a.m. Central Time (CT)
6. **Initial Contract Term:** Purchase of Generator
7. **Optional Contract Terms:** Five (5) year Preventative Maintenance and Repair Service Agreement
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 August 12, 2024; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD 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 IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD 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 IFB 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

July 30, 2024	Court Approval
August 1, 2024	Issuance of IFB
August 12, 2024	Deadline for Submission of Questions (5:00 PM CT)
August 22, 2024	Deadline for Submission of Proposals (10:00 AM CT) Late bids will not be accepted.
September/October 2024	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for an energy efficient mobile generator that has the capability of dual-fuel and powered by ammonia, propane, butane, hydrogen or any other environmentally friendly energy source, along with a five-year maintenance and service agreement.

B. Specifications

The proposed mobile generator must meet the following minimum specifications.

- **Size and Power Needs:**
 - minimum 25kW continuous for 30 days without refill
 - 1 megawatt (MW) of power within 24-hour timeframe
- **Voltage:** System power output capable of 480V 3PH and standard 120v
- **Fuel Type:** ammonia, propane, butane, hydrogen or any other environmentally friendly energy source. Dual-fuel capability to ensure continuous operations during fuel shortages or supply interruptions. No diesel or gas.
- **Redundancy:** System to have the capability to have a minimum of 3 sources of power inputs to ensure a single point of power failure does not impede power output.
- **Noise Level:** 65 decibels or less
- **Movability:** Ability to tow the system in the event of need. The generator must be installed on a trailer that can be pulled by a ¾ ton truck with a trailer hitch, not a goose neck type trailer.
- **Emergency Management:** System ability to manage, control, and report on operational readiness. The system should have the capability to provide corrective maintenance remotely to ensure high uptime.

C. Quarterly Preventative Maintenance (QPM) Services:

Quarterly preventative maintenance (QPM) service shall include complete service checks and cleaning. The respondent shall include a proposed preventative maintenance checklist for the proposed generator.

- Preventative Maintenance shall include the general cleanliness of the generator and its surroundings.
- Perform work during regular business hours 7:00 AM to 5:00 PM, Monday through Friday.
- Send customer a copy of each maintenance inspection report with all applicable areas filled out by the service technician.
- Report any noted problems with equipment and recommended courses of corrective action to the Hays County Supervisor or designee.
- Contractor must get permission from Hays County in writing to perform any repairs deemed necessary for proper operation of the standby power system at time of inspection. Cost for additional repairs will be reimbursed for parts and materials at cost only.

D. Repair Services

Contractor shall provide on-call and non-emergency repairs on a time and material basis. Hourly rates paid under the agreement shall be only for actual productive hours on the job site. The County shall not be directly invoiced for the following:

- Travel and/or transportation of workers;
- Parts and materials acquisition including freight, handling, and delivery; and
- Movement of Contractor owned or rented equipment,
- For purposes of the agreement, these are considered overhead, and the costs shall be included in the fixed hourly rates in Attachment A.
- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.

- Repair services shall only occur when a proposal has been submitted and authorization to commence work has been given to Contractor by the County Supervisor or his designee.
- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference Generator model/serial number and/or description, location of equipment, and Job number (if available). Contractors shall also include the appropriate hours and number of Journeymen and/or Apprentice/Installers required to complete service.
- Contractor shall furnish all necessary labor, tools, equipment, and materials as may be required to complete the repair service. The County will reserve the right to provide materials and/or equipment to the Contractor at the County's sole discretion.
- At the completion of each repair service, the Contractor shall provide a report of the Generator Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.
- Whenever services are provided, the contractor shall ensure that the Generator equipment and systems are left in an operable condition. The contractor shall document all services performed and submit said documentation with their invoice for services.

Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

Parts:

- The contractor(s) shall have access to most of the common parts necessary to service the units.
- All furnished materials shall be new and genuine manufacturer's authorized replacement parts. Equivalent or rebuilt parts shall be pre-approved for use by the County Supervisor or his designee prior to use. The utilization of used materials is strictly prohibited without the pre-approval and consent of the County Supervisor or his designee.

Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.

On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County’s notification of non- critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within two (2) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)
Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

E. Attachment A: IFB 2024-B11 Bid Form and Fee Schedule

The Vendor shall fill out Attachment A and provide pricing for the purchase of the various generator types with a trailer, and a 5-year Preventative Maintenance and labor rates for all labor categories of employees envisioned to provide repair and emergency services that align with the work.

- Preventative Maintenance Services: Prices shall be all-inclusive.
- Repair Services: Hourly rates paid under the agreement shall be only for actual productive hours on the job site. The County shall not be directly invoiced for the following:
 - Travel and/or transportation of workers;
 - Parts and materials acquisition including freight, handling, and delivery; and
 - Movement of Contractor owned or rented equipment,

- For purposes of the agreement, these are considered overhead, and the costs shall be included in the fixed hourly rates.
- Materials Markup: the County will not consider any proposal with a parts and materials markup more than 20%. Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

F. Qualifications

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility.

A prospective respondent must meet the following requirements:

- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Contractor shall have at least five (5) years of similar experience.
- Must possess the required licenses to operate a business in the State of Texas.
- All employees must possess the certifications, and licenses required by the State of Texas.
- Contractors’ vehicles must be permitted in compliance with all Federal, State, County and City requirements.

REFERENCES: Hays County requires respondent to supply with the proposal, a list of at least three (3) references where like services have been supplied by their company for a county or company of similar size within the last five (5) years. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility.

A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required.
- Be able to comply with required or proposed delivery schedule.
- Have a satisfactory record of performance.
- Be otherwise qualified and eligible to receive an award.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise have an exclusion record created in the System for Award Management (SAM) website.

Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

COMPLIANCE WITH LAWS: The successful bidder 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 bidder 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.

G. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the bid packet electronically to BidNet Direct:

- Mailed or Dropped off Bid Packets: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
 - One (1) original bid with required forms manually signed by Respondent with original signatures
 - One (1) digital copy of the full bid packet with all required forms on a thumb drive
- Electronic Bids:
 - Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
 - One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive. Physical copy must be received in the Hays County Purchasing Office within 24 hours of proposal due date.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: <https://hayscountytexas.com/departments/auditor/purchasing/bidding-opportunities/>

BidNet Direct: <https://www.bidnetdirect.com/texas/hayscounty>

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 BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All Bids must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the bid.

H. Award of Contract

BASIS OF AWARD: The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Bid Document

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County, if applicable
- Hays County's evaluation of vendor's ability to perform

- 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 services 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 ninety (90) calendar days.

The successful bidder expressly warrants that all services 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 services upon notification by the County and without additional expense to 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.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

I. Warranty of Performance

The successful respondent expressly warrants that all services 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 performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB 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. Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

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	\$1,000,000.00
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: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2267.

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. Iran, Sudan, and Foreign Terrorist Organization Certification (TGC 2252)

I certify that the company named below (“Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

- will not do business with Iran, Sudan, or any foreign terrorist organization; and
- will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name	Date
Print Name of Company Representative	Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative	Signature of Hays County Purchasing Representative
Date	IFB/RFP/RFQ Number

XII. Israel Boycott Certification (TGC 2271.002)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting Israel, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

- does not boycott Israel currently; and
- will not boycott Israel during the term of the contract.

Pursuant to Section 2271.002 of the 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 organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Company Name _____ Date _____

Print Name of Company Representative _____ Signature of Company Representative _____

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Company Name _____ Date _____

Print Name of Company Representative _____ Signature of Company Representative _____

Certification Check Performed by Hays County Purchasing

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2271, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 808 and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative _____ Signature of Hays County Purchasing Representative _____

Date _____ IFB/RFP/RFQ Number _____

XIII. Prohibition of Energy Company Boycott Certification (TGC 2274)

I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified as boycotting energy companies, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- Does not boycott energy companies currently; and
- Will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Exclusion from Chapter 2271 of the Texas Government Code

I certify that the company named below declare, represents, and verifies that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Company Name

Date

Print Name of Company Representative

Signature of Company Representative

Certification Check Performed by Hays County Purchasing

Pursuant to Texas Government Code, Chapter 2274, I certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, and I have ascertained that the above-named company is not contained on said listing of companies that boycott Israel.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XIV. 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: _____

XV. 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

XVI. 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.

<u>Section A: Current Hays County Employee</u>	

Employee Name	Title

<u>Section B: Former Hays County Employee</u>		

Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		

Employee or Former Employee Name	Title	

Name of Related Person	Title	Relationship

<u>Section D: No Known Relationships</u>
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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XVII. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

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

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Authorize the execution of a Contract Termination Notice to Waukesha-Pearce Industries, Inc. related to the Planned Maintenance and Service Agreement for Countywide Generators maintenance and service repairs.

BECERRA/T.CRUMLEY

Summary:

Countywide Operations is requesting to cancel the Planned Maintenance and Service Agreement for Countywide Generator maintenance and repair services between Hays County and Waukesha-Pearce Industries, Inc. The Commissioners Court approved Purchasing to obtain proposals for Countywide Generator Maintenance and Repair Services and a new contract was executed, and the County needs to terminate this contract.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: N/A

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: 30 day notice

Auditor's Office:

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments:

Attachments

Termination Letter - Waukesha-Pearce



KELLY HIGGINS
 Criminal District Attorney
 Downtown Office
 Hays County Historical Courthouse
 111 E. San Antonio St., Suite 202
 San Marcos, Texas 78666
 (512) 393-2219
 (512) 392-6500 FAX

July 30, 2024

Waukesha-Pearce Industries, Inc.
 6450 North Loop 1604 East
 San Antonio, Texas 78247

Re: Termination of Planned Maintenance and Service Agreement

Dear Mr. Syzdek,

Please accept this letter from me, on behalf of the Hays County Commissioners Court (the “County”), as the County’s notice to terminate our Planned Maintenance and Service Agreement (“the Agreement”) with you, executed on or about January 4, 2022, in relation to countywide generator maintenance and repair services. This notice is given in accordance with Section 5—Term of the Agreement and is given at least thirty (30) days prior to our intended termination date of August 30, 2024. As such, please consider this Agreement terminated as of August 30, 2024.

Thank you for the service your team has provided to Hays County throughout previous years.

Sincerely,

Jordan Powell
 Civil First Assistant
 Hays County Criminal District Attorney’s Office

Signature

Company

Printed Name

Date

Approved by the Hays
 County Commissioners
 Court on: _____

Ruben Becerra
 Hays County Judge



6450 North Loop 1604 East
 San Antonio, TX 78247
 Office: 713-551-0422 / Fax: 713-551-0453

PLANNED MAINTENANCE AND SERVICE AGREEMENT

DATE: 12/1/2021

This Planned Maintenance and Service Agreement (“Agreement”) is entered into by **Waukesha-Pearce Industries, Inc.** (“WPI”) and **Hays County, Texas** (“Owner”) for the purpose of performing planned maintenance and general service repairs on equipment listed below. The purpose of this Agreement is to provide the customer with regularly scheduled site maintenance visits by WPI technicians to check the emergency power systems operation and to provide service repairs upon request. Upon acceptance of this Agreement, WPI will render the services and furnish the products outlined below. The planned maintenance services will be rendered during normal business hours of **8:00 a.m.** and **5:00 p.m.** Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be **(2) per year, Bi-annually per each generator.** Effective Start Date of Contract, February 1, 2022, pending Commissioners Court approval.

SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY WPI (Unless specified in “Final Notes” section below):

- a. Visually inspect the site and equipment
- b. Gas Engine – inspect and adjust ignition system, and plugs
- c. Diesel Engine – inspect injection system and pump
- d. Inspect fuel system including day tank, (if applicable)
- e. Replace (standby applications only) engine fuel filters annually, (if applicable)
- f. Inspect and clean as needed dry type air cleaner element, or clean and refill oil bath type air cleaner.
- g. Check block heater operation
- h. Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
- i. Replace coolant filter, (if applicable)
- j. Grease accessory drives and/or generator as necessary
- k. Inspect and adjust engine fan belts as necessary
- l. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition
- m. Check oil level, start unit, warm up and check and record oil pressure
- n. Inspect starting system including batteries, cables, battery charger, alternator and record battery specific gravity reading
- o. Inspect engine and generator control functions and time delays as applicable
- p. Inspect all instruments for proper operation
- q. Adjust frequency and voltage as required
- r. Inspect and clean, (if applicable) generator slip rings and brushes
- s. Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible
- t. Test run generator, loaded where possible and record readings
- u. Change all lube oil and applicable filter elements Annually

- v. Lube oil furnished at location by WPI
- w. Fill antifreeze as needed (as associated with normal evaporation/loss), furnished at location by WPI
- x. Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system

2. SERVICES TO BE PERFORMED BY OWNER:

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize emergency service. A record of these maintenance procedures should be maintained for reference.

- a. For Standby Systems only, quarterly service should be performed no earlier than (2) two months and no later than (4) four months from the initial service
- b. Exercise system weekly, manually or automatically
- c. Check for fuel, oil or coolant leaks
- d. Check lube oil, fuel and coolant level weekly on standby systems and daily on continuous duty systems
- e. Oil changes should be done in accordance with the published recommendations in the Owners Manual issued with the generator system

The Owner will provide access to the equipment under this Agreement without unnecessary delay. **Any waiting time for access to the equipment could be invoiced at the current published rates - see WPI Labor Rate Costs below.**

3. CHARGES FOR SERVICES BY WPI:

- a. The Owner agrees to pay WPI an annual fee of **\$19,791.53** for the above listed services and products provided by WPI
- b. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed plus 20% mark-up
- c. Hourly rates, mileage and miscellaneous charges will be billed to the Owner for repairs required during scheduled maintenance trips and also for emergency repairs done by WPI, when called to the location by the Owner at the current published rates (see Labor Rate Costs below)
- d. Terms of payment are Net-30 from date of Invoice, subject to WPI's Credit Department approval

4. 24-HOUR EMERGENCY SERVICE:

WPI will provide 24-hour emergency service in addition to regularly schedule service. Charges for emergency service will be billed to the Owner at the agreed upon Labor Rates (see Labor Rates below).

Please note, that during times of hurricanes or other major disasters or events, emergency response services by WPI will be prioritized in such a manner that could cause a delay in our ability to respond promptly to Owner's request for service, as our first priority for service will be to hospitals, emergency care centers, nursing homes, fire and rescue facilities, and police stations. All requests for emergency services will be honored and we will make every effort to respond, but some delay in responding could and will likely occur however, PM Contract Customers take priority over all other calls. We offer our apology in advance for any inconvenience this policy might subject Owner to, but

due to the nature of our work during major storms or events, certain facilities must take precedence for service.

5. TERM OF THE AGREEMENT:

The term of this agreement will be one year and shall renew automatically for successive terms of one year each, until cancelled in writing by either party. The pricing contained in this Agreement will be reviewed annually and if increased, WPI will provide written notification to Owner 30 days prior to the annual renewal date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below and neither party shall assert a claim against the other party as a result of such termination.

6. WPI RESPONSIBILITY LIMITATIONS:

- a. WPI shall assume no liability for damage(s) to the generator or building electrical, mechanical or structural systems arising from Owner's or any third party's misuse, negligence or alterations
- b. WPI shall have no obligation to repair damage caused by Owner's or any third party's accident(s) or failure to provide a suitable installation as specified in the installation manual(s) furnished with the generator system
- c. WPI shall assume no liability for damage(s) caused in part or in whole as a result of civil strife, vandalism, catastrophe, Act of God, improper use of the system by the Owner or any third party or by other external causes to the system
- d. **WPI, nor Owner, shall in any event or under any circumstances arising from this agreement be liable to each other for lost profits or special, consequential or exemplary damages**
- e. WPI shall not in any event or under any circumstances arising from this agreement be liable to the Owner for any acts, conditions, or circumstances wherein Owner or any third party is negligent, whether or not caused by the joint, concurrent, or partial negligence of the Owner, or third party
- f. WPI shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to Acts of God, war or government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Owner, or by any other cause or condition beyond WPI's control

7. GENERAL:

- a. In the event any of the equipment covered by this Agreement is sold or moved, Owner must notify WPI in writing and cancellation will take place thirty (30) days after WPI's receipt of Owner's written notification
- b. The waiver by WPI of any breach of any provision of this Agreement to the Owner shall not constitute a waiver of any subsequent breach by the Owner
- c. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas
- d. This agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of terms thereof
- e. No representation or statement not expressly contained in the Agreement or incorporated herein by reference shall be binding upon WPI as a warranty or otherwise
- f. This Agreement is not subject to alteration except as mutually agreed in writing by the parties
- g. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.
- h. A Certification of Insurance by WPI will be mailed to the Owner upon request

Inventory list of Hays County generators covered under this Annual Maintenance Agreement:
(inclusive of all labor, consumable materials, maintenance replacement parts, travel, etc.)

Public Safety Building 710 S. Stagecoach Trail San Marcos, TX	1000 KW Cummins SN: G190601843	(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Public Safety Building 710 S. Stagecoach Trail San Marcos, TX	1000 KW Cummins SN: G190601842	(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Government Center 712 S. Stagecoach Trail San Marcos, TX	750 KW Cummins C110196439	SN:	
		(1) Full Service	\$1,604.14
		(1) Inspection	\$381.00
		(1) Load Bank	N/A
Total Annual Cost:			\$1,985.14

New Hays County Jail 1307 Uhland Road San Marcos, TX	1000 KW Cummins SN: G190605149	(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Equipment Building 1303 Uhland Road San Marcos, TX	60 KW Kohler SN: 393607	(1) Full Service	\$542.67
		(1) Inspection	\$272.50
		(1) Load Bank	\$400.00
		Total Annual Cost:	\$1,215.17

Old Jail 1307 Uhland Road San Marcos, TX	450 KW CAT SN: CAT00C18PT3400194	(1) Full Service	\$954.51
		(1) Inspection	\$272.50
		(1) Load Bank	\$1,110.00
		Total Annual Cost:	\$2,337.01

Yarrington Complex 2171 Yarrington Rd San Marcos, TX	100 KW CAT SN: CN60017	(1) Full Service	\$742.87
		(1) Inspection	\$365.75
		(1) Load Bank	N/A
		Total Annual Cost:	\$1,108.62

Local Health Department 401 Broadway San Marcos, TX	180 KW Generac SN: 2072096	(1) Full Service	\$723.10
		(1) Inspection	\$365.75
		(1) Load Bank	N/A
		Total Annual Cost:	\$1,088.85

Remme Rainbow Room 605 Rogers Street San Marcos, TX	30 KW Generac SN: 3008945993	(1) Full Service	\$545.68
		(1) Inspection	\$345.00
		(1) Load Bank	N/A
		Total Annual Cost:	\$890.68

BuyBoard Contract #597-19

Labor Rates: The following labor rates shall apply to all on-site work requested to diagnose issues with and/or to repair generators inclusive of all labor, travel, fuel, etc.

HOURLY RATE TYPE	HOURLY RATE
Weekdays Regular Hours (8am to 5pm)	\$109.00
Weekdays After Hours	\$163.50
Saturday Hours	\$163.50
Sunday Hours	\$163.50
Holiday Hours	\$163.50

Cost Table for Parts Mark-Up

ITEM	MARK-UP
Parts mark-up not to exceed	Cost + 20%

Accepted: 

Date: 4 JAN 2022

Robert Syzdek
 Mobile: 210-449-6470
 Office: 210-978-5711
 Fax: 210-653-5003
 Product Support Rep
 WPI – Powered by Solutions™
www.wpi.com

Accepted: 

Date: 1-4-2022

Printed Name: Ruben Becerra

Judge Ruben Becerra
 Hays County
 111 E. San Antonio St. Ste. 300
 San Marcos, TX 78666
 Office: 512-393-2205



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sherri Tibbe

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the District Court to accept a proposal from Beckwith Electronics System related to the purchase of one Digital Document Camera; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7) (D) and amend the budget accordingly. **SHELL/TIBBE**

Summary:

The District Court is requesting to purchase an additional Digital Document Camera from Beckwith Electronics System. Beckwith Electronic Systems does not currently have a contract covering this item which is compatible with the current system installed in the District Courtrooms, and the purchase requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts or components for equipment.

Fiscal Impact:

Amount Requested: \$4,908

Line Item Number: 001-608-00.5712_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Item was approved in the budget, amendment is needed in order to properly capitalize the equipment.

\$4,908 - Increase Computer Equipment_Operating 001-608-00.5712_400

(\$4,908) - Decrease Computer Equipment_Capital 001-608-00.5712_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D) captive replacement parts or components for equipment

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Beckwith - District Court Digital Camera
Discretionary Exemption Certification

Proposal

DATE: 30-Apr-24



SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000	PROJECT LOCATION Hays Co Govt Center 712 South Stagecoach Trail San Marcos, TX 78666
---	--

Customer Reference Name Proposal Number	Hays Co Govt Center - Document Cameras FA-BESLLC-2023-1420
--	--

PAYMENT TERMS Net 30 days	TRADE TERMS F.O.B. Jobsite
-------------------------------------	--------------------------------------

Scope Of Work:

Price includes Elmo PX-30E digital document camera (per unit) as a recommended replacement for the discontinued P100HD models we have provided previously. Check-out/connectivity with the existing AV systems will be verified on site. As operation of this unit is slightly different from the P100HD, owner training is included.

Qty	Model #	Manufacturer	Description
1	PX-30E	Elmo	Document Camera, 4K video/12MP stills

Total Cost - Digital Document Camera (per unit)	\$ 4,908.00
Equipment Price	\$ 4,826.00
Labor Price	\$ 82.00

Exclusions:

All the rough-in equipment , J-boxes, painted j-boxes, conduit, inner duct, stub ups, bushings, access panels, all penetrations (including fire, roof, and non-roof penetrations, etc), all caulking/stopping (including fire, smoke, sound, etc), any required lifts, hoisting, or scaffolding and 120vac will be provided and installed by others.

- 1 All Beckwith work will be done during normal working hours, Monday thru Friday, 7:30am to 4:00pm. If overtime is required due to a contractor failing to complete their work in a timely fashion, or for whatever reason, Beckwith's additional labor costs shall be considered an "additional charge" and charged to the customer.
- 2

Proposal

DATE: 30-Apr-24



SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000	PROJECT LOCATION Hays Co Govt Center 712 South Stagecoach Trail San Marcos, TX 78666
---	--

Customer Reference Name Proposal Number	Hays Co Govt Center - Document Cameras FA-BESLLC-2023-1420
--	--

PAYMENT TERMS Net 30 days	TRADE TERMS F.O.B. Jobsite
-------------------------------------	--------------------------------------

Terms:

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

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

Warranty:

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

DISCLAIMER AND EXCLUSION OF WARRANTIES:

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

Insurance:

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

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

General Liability

\$1,000,000	Per Occurrence
\$2,000,000	Aggregate/Per Project
\$2,000,000	Products and Completed Operations
\$1,000,000	Personal Advertising Liability
\$300,000	Fire Legal Liability/Damage to premises rented to you

Proposal

DATE: 30-Apr-24



SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000	PROJECT LOCATION Hays Co Govt Center 712 South Stagecoach Trail San Marcos, TX 78666
---	--

Customer Reference Name Proposal Number	Hays Co Govt Center - Document Cameras FA-BESLLC-2023-1420
--	--

PAYMENT TERMS	TRADE TERMS	
Net 30 days		F.O.B. Jobsite

\$10,000 Medical Exp (Any one person)

Business Auto Liability

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

Worker's Compensation Employees Liability Insurance

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

Umbrella

\$5,000,000 Per Occurrence & Aggregate

All Insurance Coverages Shall Provide:

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

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

RESPECTFULLY SUBMITTED BY:

Chad Tanner

Chad Tanner
 Electronic Systems Sales

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

FIRM NAME: _____
BY: _____

P.O.#: _____
DATE: _____



HAYS COUNTY PURCHASING OFFICE

Stephanie Hunt, Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012 • San Marcos, Texas 78666

512-393-2267 • purchasing@co.hays.tx.us

Hays County Commissioners Court

July 24, 2024

RE: Beckwith Electronic Systems – Digital Document Camera

Attn: County Clerk

As per requirements to authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D), the District Court recognizes Beckwith Electronic Systems, LLC. as a sole source provider to provide replacement parts and services for the system that was customized for our District Courtrooms.

Stephanie Hunt

Stephanie Hunt
Purchasing Agent



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

John Ellen

Sponsor:

Commissioner Smith

Agenda Item:

Authorize a waiver to the purchasing policy to obtain three quotes for the Constable Precinct 5 Office to purchase a furniture package from Michelle Thomas Design for the amount \$3,962.17 and amend the budget accordingly. **SMITH/ELLEN**

Summary:

The Constable Precinct 5 Office is requesting to purchase additional furniture for the additional office space created for approved staff. A waiver to the purchasing policy to obtain three quotes is being requested. The Constable Precinct 5 office did reach out to additional vendors with no response and would like to move forward with the purchase.

Fiscal Impact:

Amount Requested: \$3,962.17

Line Item Number: 001-639-00.5711_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Insurance savings is available to fund this request.

\$3,963 - Increase Office Equipment_Operating 001-639-00.5711_400

(\$3,963) - Decrease Medical Insurance 001-639-00.5160_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: No

Comments: a waiver to obtain three quotes is needed

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Furniture Quote



Estimate

Constable John Ellen- Hays County Constable Office
 500 Jack C. Hays Trail
 Buda, TX 78610
 United States

Estimate #: 101720
Estimate Date: 7/1/2024

Quantity	Unit	Description	Unit Price	Total Price
2.00	Each	60" W- Shelf F2FSH.1360 B style Shelf Full height 15.5"H x 60"W x 12.5"D	82.83	165.67
6.00	Each	TackBoard F2TAKBS.1630 B Style Tackboard Square Corners Curved Top and Bottom 15.5"H x 30"W	52.89	317.33
8.00	Each	Finished End F2FE.85 Finished End 85"H	21.49	171.95
16.00	Each	Draw Rod FDR.80 Draw Rod 80"H	7.49	119.78
8.00	Each	Fabric Covered Panel F2FAPA.8530N Fabric Covered Panel Non-Electrical 85"H x 30"W	179.68	1,437.41
14.00	Each	Wall Strip FWSST.84 Wall Strip 84"H	26.08	365.15
8.00	Each	Wall Start FWSTA.80 Wall Start, 80"H (Order draw rod of same height separately)	24.15	193.20
1.00	Each	Receive for Pick Up	287.50	287.50
12.00	Each	48"W- Shelf F2FSH.1348 B style Shelf Full height 15.5"H x 48"W x 12.5"D	75.35	904.18
			Sub Total:	3,962.17

Sales Tax:	0.00

Total:	3,962.17
Deposit Requested:	3,962.17
Payment Applied:	0.00

Deposit Balance:	3,962.17

Accepted and Approved

Constable John Ellen- Hays County	Date
Constable Office	

Indicate your approval by returning a signed copy of this estimate along with requested deposit.
 Estimate pricing is valid for 30 days only.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Approve Utility Permits. **SMITH/SHELL/BORCHERDING**

Summary

Precinct 3

- TRN-2024-8141-UTL - Spectrum & Serna Communications (contractor) propose to install 23 utility poles, spanning 4,551 LF on Lime Kiln Rd. (1) 10'x20' work vehicle to be stationed on the shoulder and ROW. /
- TRN-2024-8185-UTL - Spectrum & Serna Communications (contractor) propose to install 492 LF of directional bore and 340 LF of open trench on Oak Meadows bore of 1-3" HDPE conduit and handholes in the ROW of Oak Meadows. (1) 10'x20' work vehicle to be stationed on the shoulder and ROW. /
- TRN-2024-8319-UTL - Oak Wilt Pros to trench within the right-of-way to control oak wilt in several locations along Mustang Lane in Country Estates subdivision (off Old Ranch 12 in San Marcos.) Trenching will be about 4 feet deep to prevent root to root transmission of oak wilt. The trenching machine will automatically back-fill the trench as it moves forward. Oak Wilt Pros will also manually smooth areas that need extra attention. /

Precinct 4

- TRN-2024-8017-UTL - Spectrum & Serna (contractor) propose to overlash 433 LF of aerial fiber cable on existing poles in the ROW of Heritage Oaks Dr. (1) 8x12 bucket truck to be alternately stationed adjacent to each pole for 15 to 30 minutes to perform the work. /
- TRN-2024-8018-UTL - Texas Gas Service to repair a gas leak on Old Stone Road within a new section of Parten Ranch. A necessary road cut will need to be made. /
- TRN-2024-8105-UTL - WTCPUA to bore in ROW of Trails End for a water line service tap. /
- TRN-2024-8177-UTL - Spectrum & Serna Communications LLC propose to install 10 LF of 1-3" HDPE conduit by way of open trench & 1 Spectrum electric cabinet in ROW of Elliott Ranch Rd. (1) 12x8 work truck to be stationed adjacent to work area. /
- TRN-2024-8179-UTL - WTCPUA water line bore under Paisano Trail to install water service line. /

Attachments

Site Plan

Permit

Site Plan

Permit

Location Map

Site Plan

Permit

Site Plan

Permit

Site Plan

Permit

Site Plan

Permit

Site Plan

Location Map

Permit

Site Plan

Site Plan

Permit

PRINTED: 3/17/2024 7:45 AM S:\external\luciano\luciano\PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2024\2402-24-048 SAN MARCOS-HAYS COUNTY E @ 1 Heritage Oaks D (5176862)\CAD\AERIAL DESIGN\Aerial\Heritage Dr.aer SAVES: 3/17/2024 7:42 AM SAVED BY: D:\luciano USER: David Simmons

SHEET INDEX:

- 1. COVER SHEET
- 2. AERIAL UTILITY PLAN


SPECTRUM
5176862
HAYS COUNTY E 1 HERITAGE OAKS
AERIAL IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
13062 US-290
AUSTIN, TEXAS 78737

OWNER:
JESSE RANGEL
SPECTRUM
810 W HOWARD LN
AUSTIN, TX 78753
JESUS.RANGEL@CHARTER.COM
512-202-6334

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:

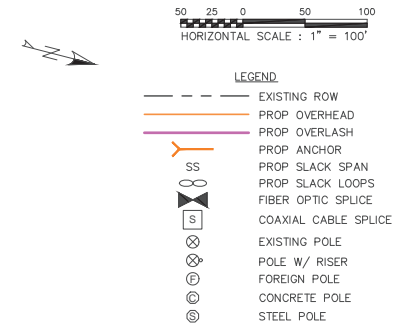
LJA Engineering, Inc. 
FRN - F-1386

7500 RIALTO BLVD, STE 200
AUSTIN, TEXAS 78735
(512) 439-4700
TBPE FIRM REGISTRATION: F-1386

CONTACT:
STUART COWELL, PE
PHONE:
(512) 439-4717

433 LF OF OVERLASH FIBER OPTIC CABLE ON EXISTING UTILITY POLES





LEGEND

---	EXISTING ROW
---	PROP OVERHEAD
---	PROP OVERLASH
⌋	PROP ANCHOR
SS	PROP SLACK SPAN
○	PROP SLACK LOOPS
⊗	FIBER OPTIC SPLICE
⊗	COAXIAL CABLE SPLICE
⊗	EXISTING POLE
⊗	POLE W/ RISER
⊗	FOREIGN POLE
⊗	CONCRETE POLE
⊗	STEEL POLE

NOTES

- POLE LINE MAY BE LOCATED IN POSSIBLE EASEMENT.
- EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



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

SPECTRUM
5176862
HAYS COUNTY E 1 HERITAGE OAKS
AERIAL IMPROVEMENTS

DESIGN BY: AC	SCALE:
DRAWN BY: AC	HORIZONTAL: 1"=100'
CHECKED BY: BF	VERTICAL: N/A
APPROVED BY: JB	SHEET: 1 OF 1
PROJECT NO: 2605-24-C048	PAGE: 2
DATE: 3/11/2024	



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone:
Contact Name: Jesse Rangel

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2024-8017-UTL
Type of Utility Service: fiber
Project Description:
Road Name(s): Heritage Oaks Dr
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

Engineering Technician

07/23/2024

Signature

Title

Date

OGSops2.1802R Sketch

DATE	4/29/2024	Time Classified	9:04PM	Tech ID	OKE22699
ADDRESS / LOCATION	361 OLD STONE RD			CGI-#	1349-402961
PERM MEASURE 1	28 FT TO C/L TO OLD STONE RD	<input checked="" type="checkbox"/>	NEW LEAK		
PERM MEASURE 2	1056 FT TO C/L TO TWO CREEK LN	<input type="checkbox"/>	RC/RV - WO:		
PROBE DISTANCE	2 TO 15 FT	<input type="checkbox"/>	POST REPAIR		



READINGS	1	97	11	0	21	0	31	0	41	51	61
	2	2.7	12	0	22	0	32	0	42	52	62
	3	0	13	4.2	23	0	33	0	43	53	63
	4	0	14	0	24	0	34	0	44	54	64
	5	0	15	0	25	0	35	0	45	55	65
	6	47	16	0	26	0	36	0	46	56	66
	7	0	17	0	27	0	37		47	57	67
	8	0	18	0	28	0	38		48	58	68
	9	0	19	0	29	0	39		49	59	69
	10	0	20	0	30	0	40		50	60	70

Additional Notes:

LEAK RECHECK/ DRAWINGS (Additional Barholes)

ADDRESS / LOCATION

READINGS BY BARHOLE	71		101		131		161		191		221		251
	72		102		132		162		192		222		252
	73		103		133		163		193		223		253
	74		104		134		164		194		224		254
	75		105		135		165		195		225		255
	76		106		136		166		196		226		256
	77		107		137		167		197		227		257
	78		108		138		168		198		228		258
	79		109		139		169		199		229		259
	80		110		140		170		200		230		260
	81		111		141		171		201		231		261
	82		112		142		172		202		232		262
	83		113		143		173		203		233		263
	84		114		144		174		204		234		264
	85		115		145		175		205		235		265
	86		116		146		176		206		236		266
	87		117		147		177		207		237		267
	88		118		148		178		208		238		268
	89		119		149		179		209		239		269
	90		120		150		180		210		240		270
	91		121		151		181		211		241		271
	92		122		152		182		212		242		272
	93		123		153		183		213		243		273
	94		124		154		184		214		244		274
	95		125		155		185		215		245		275
	96		126		156		186		216		246		276
	97		127		157		187		217		247		277
	98		128		158		188		218		248		278
	99		129		159		189		219		249		279
	100		130		160		190		220		250		280

Insert Photo
Here



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/6/2024 .

Utility Company Information:

Name: Texas Gas Service
Address: 9228 Tuscany Way Austin TX
Phone: 5124211531
Contact Name: Texas Gas Service TGS

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-8018-UTL
Type of Utility Service:
Project Description:
Road Name(s):
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Permit Coordinator

07/23/2024

Signature

Title

Date



12975 Trails End

WL tap with bore. exact location to be determined

1184 ft

1203 ft

Trail Driver Cir

Trail Driver Cir

Trails End

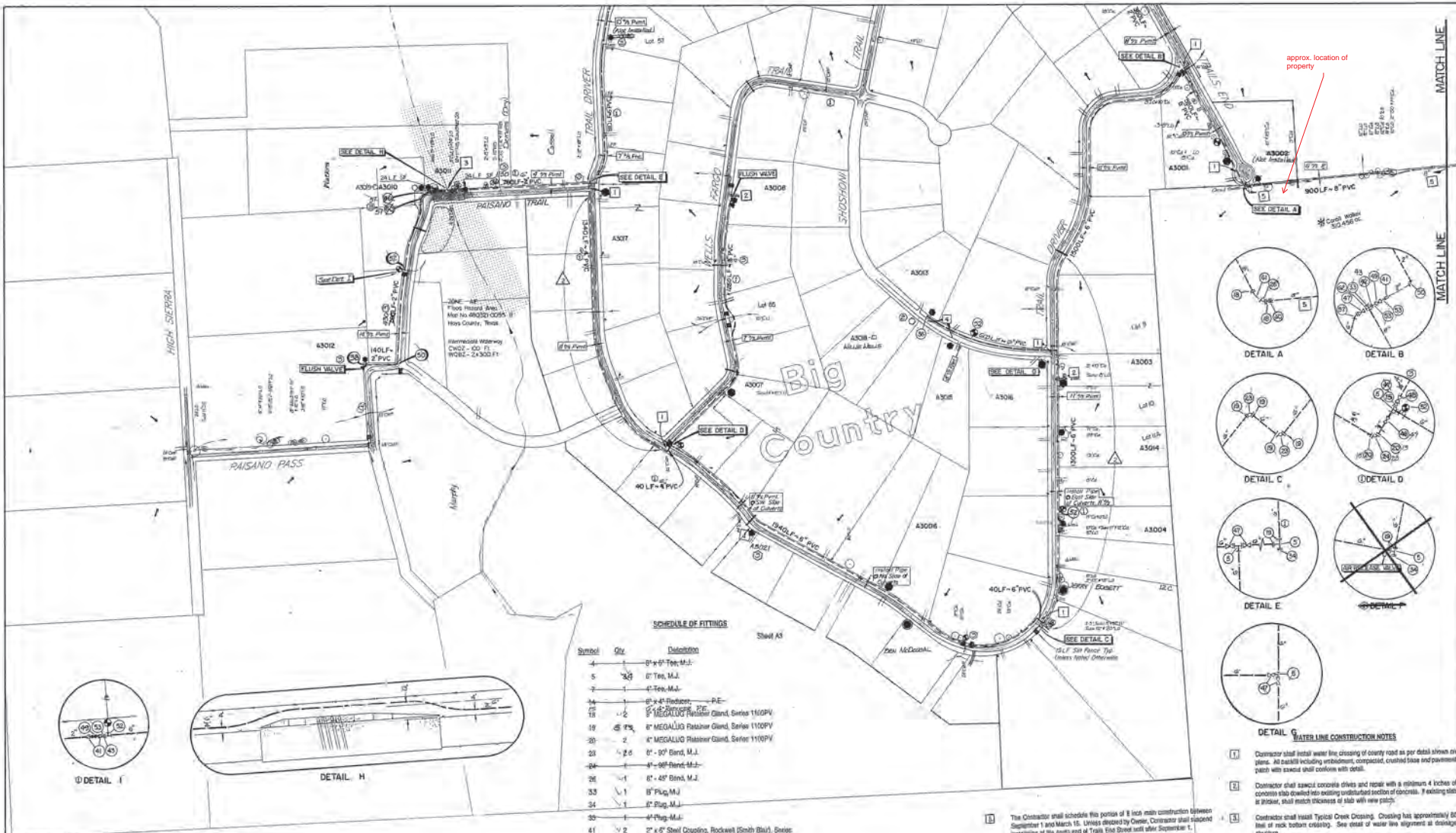
Trail Driver Cir

Trails End

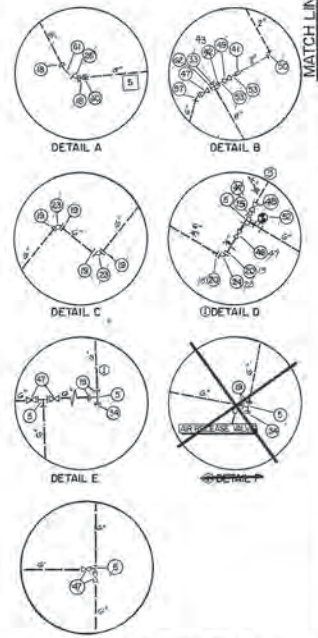
Cole St

Cole St

Garrett St



approx. location of property

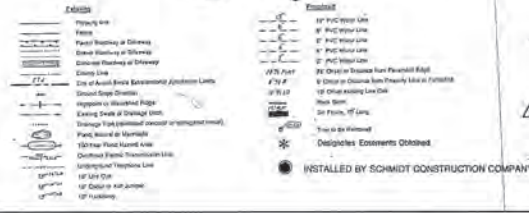


SCHEDULE OF FITTINGS

Symbol	Qty	Description
4	1	8" x 6" Tee, M.J.
5	2	6" Tee, M.J.
7	1	4" Tee, M.J.
14	1	8" x 4" Reducer, P.E.
15	1	8" x 4" Reducer, Cast, Series 1100PV
18	4	6" MEDALLION Reducer, Cast, Series 1100PV
20	2	4" MEDALLION Reducer, Cast, Series 1100PV
23	2	6" 90° Bend, M.J.
24	1	6" 45° Bend, M.J.
26	1	6" 45° Bend, M.J.
33	1	8" Plug, M.J.
34	1	8" Plug, M.J.
35	1	4" Plug, M.J.
41	2	2" x 6" Steel Coupling, Rockwell (Smith-Blair), Series 502
42	2	2" x 2" Tipped Plug, M.J. x I.P.T.
44	1	4" x 2" Tipped Plug, M.J. x I.P.T.
47	2	6" Gate Valve, M.J. w/ Box
48	1	4" Gate Valve, M.J. w/ Box
49	2	2" Gate Valve, I.P.T. w/ Box
50	2	2" 90° Bend, Slip or Solvent-Weld
52	1	Fire Hydrant Setting, complete, including main anchor line, anchor lead, 6" Gate Valve, M.J. w/ Box
53	2	2" x 6" Brass Nipple, I.P.T.
57	1	6" 45° Bend, P.E. x M.J.
60	2	2" x 4" 90° Bend, Slip or Solvent-Weld
61	1	8" 22 1/2° Bend, P.E. x M.J.
62	1	8" x 6" Cross, M.J.
65	1	6" PVC Cap, Slip or Solvent-Weld
40	1	6" Steel Coupling, Rockwell (Smith-Blair) Series 502

The Contractor shall schedule his portion of 8 inch main construction between September 1 and March 15. Unless directed by Owner, Contractor shall suspend installation at the south end of Trail, Elm Street until after September 1.

LEGEND

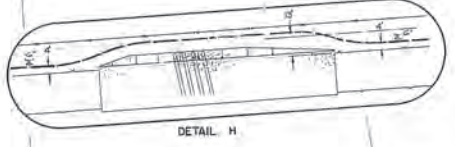
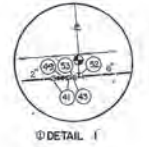


WATER LINE CONSTRUCTION NOTES

- Contractor shall install water line crossing of county road as per detail shown on plans. All backfill including embankment, compacted, crushed stone and pavement patch with exact shall conform with detail.
- Contractor shall excavate concrete drives and repair with a minimum 4 inches of concrete slab overlaid into existing undisturbed section of concrete. If existing slab is broken, shall match thickness of slab with new patch.
- Contractor shall install Typical Creek Crossing. Crossing has approximately 60 feet of rock bottom crossing. See east of water line alignment at drainage structure.
- Contractor shall install long side service tubing with encasement as per detail shown on plans. All backfill, including embankment, compacted crushed stone and pavement patch with exact shall conform with detail.

CONSTRUCTION NOTES

- Temporary erosion and sedimentation controls (silt fences) shall be installed prior to construction except for those devices to be installed across the water line trench which shall be installed immediately after construction of the pipeline. Alternatively all controls shall be placed prior to construction and temporarily removed to by the pipeline.
- Contractor shall place excavated material on high side of trench at these locations. Except for designated spoil areas, excess material from trench shall not be left overnight along trench.
- Temporary erosion and sedimentation control shall remain in place until restoration is complete and satisfactory. See Sheet 20 for details of installation.



Member Number	Member	REV	Member Number	Member	REV
A3001	Whitefield, Janice & Bobby		1	A3007	ZOGAN, ARTHUR
A3002	Goodyear, Randy & Beverly		1	A3008-D	WELLS, MELLE
A3003	Hoover, Randy & Beverly		1	A3009-D	CLARKSON, GUY C. & LINDA
A3004	Richardson, Kenneth D. & Straton Ann		1	A3001	CHAMBERLAIN, J. PETER
A3004	Browning, Pat				
A3006	Hays, Thomas H. & Carrie J.				
A3007	George & Davidson				
A3008	Lawrence, Ty & Theresa Coffey				
A3010	Waskins, William E. & Cysande				
A3011	Cissell, Dwight E. & Linda				
A3012	Wernicke, Marshall W				
A3013	White, Robert				
A3015	Siermann, David				
A3016	Cozzetti, Roberto				


HILL COUNTRY WATER SUPPLY CORPORATION
 4465-03
 A3 of 40
 RECORD DRAWING



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 06/17/2024 .

Utility Company Information:

Name: WTCPUA
Address: 13215 Bee Cave Parkway Bee Cave TX
Phone:
Contact Name: John Camarillo

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-8105-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Trails End
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Engineering Technician

07/23/2024

Signature

Title

Date

S:\Projects\Telecom\UNMIND PROJECTS\CHARTER-SPECTRUM\CENTRAL TEXAS\2023\0819-23-0178 Blanco River Ranch (4658737)\CAD\UNDERGROUND DESIGN\PROP POLES 2\4658737 Blanco River Ranch\PROP POLES_BACKBONE 5.dwg SAVE: 2/22/2024 1:21 PM SAHD BH

SHEET INDEX:

1. COVER SHEET
2. AERIAL UTILITY PLAN
3. AERIAL UTILITY PLAN

PROJECT INFORMATION:

STREET ADDRESS:
100 SIX PINES RD
SAN MARCOS, TX 78666

OWNER:
JULIAN DIAZ
SPECTRUM
810 W HOWARD LN
AUSTIN, TX 78753
JULIAN.DIAZ1@CHARTER.COM
512-202-7166

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
BGURLEY@LJA.COM
512-439-4758

SUBMITTAL PREPARED BY:

LJA ENGINEERING, INC
FRN - F-1386

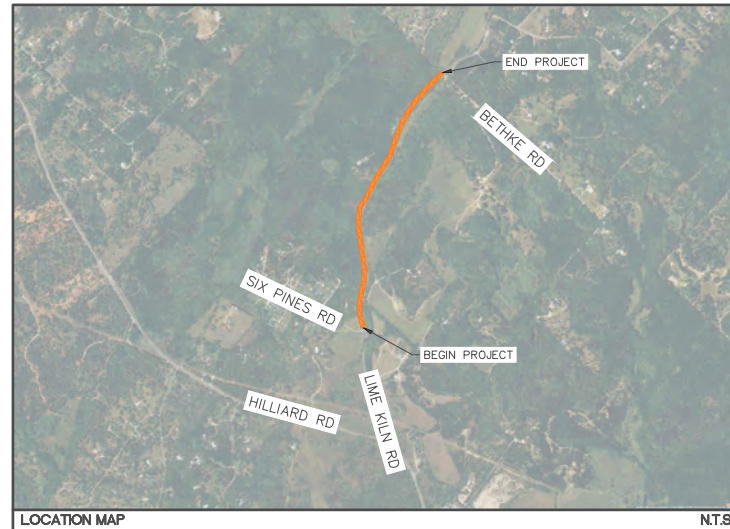
7500 RIALTO BLVD, STE 200
AUSTIN, TEXAS 78735
(512) 439-4700
TBPE FIRM REGISTRATION: F-1386

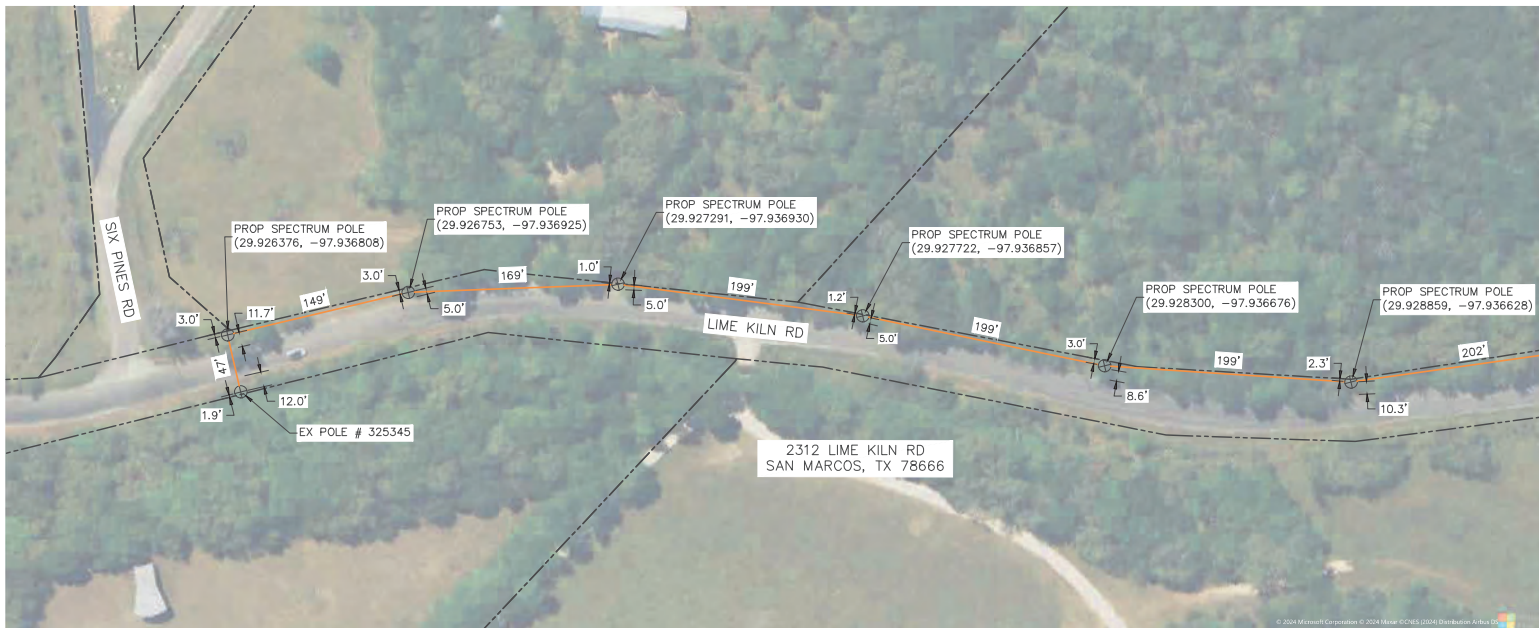
CONTACT:
STUART COWELL, PE
PHONE:
(512) 439-4717

Spectrum

SPECTRUM
4658737
BLANCO RIVER RANCH
PROP POLES - BACKBONE 5
AERIAL IMPROVEMENTS

4,551 LF OF NEW BUILD FIBER OPTIC CABLE
23 PROPOSED UTILITY POLES





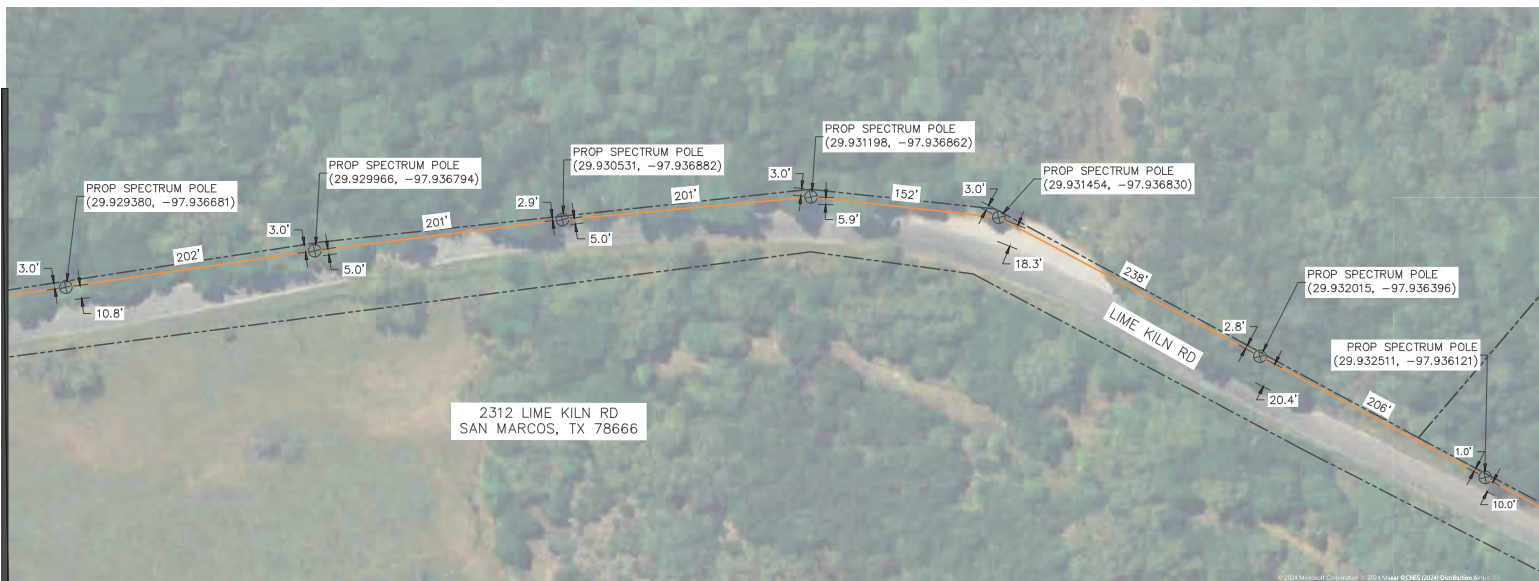
50 25 0 50 100
HORIZONTAL SCALE : 1" = 100'

LEGEND

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- SS PROP SLACK SPAN
- PROP SLACK LOOPS
- ⊗ FIBER OPTIC SPLICE
- ⊗ COAXIAL CABLE SPLICE
- ⊗ PROPOSED POLE
- ⊗ POLE W/ RISER
- ⊗ FOREIGN POLE
- ⊗ CONCRETE POLE
- ⊗ STEEL POLE

NOTES

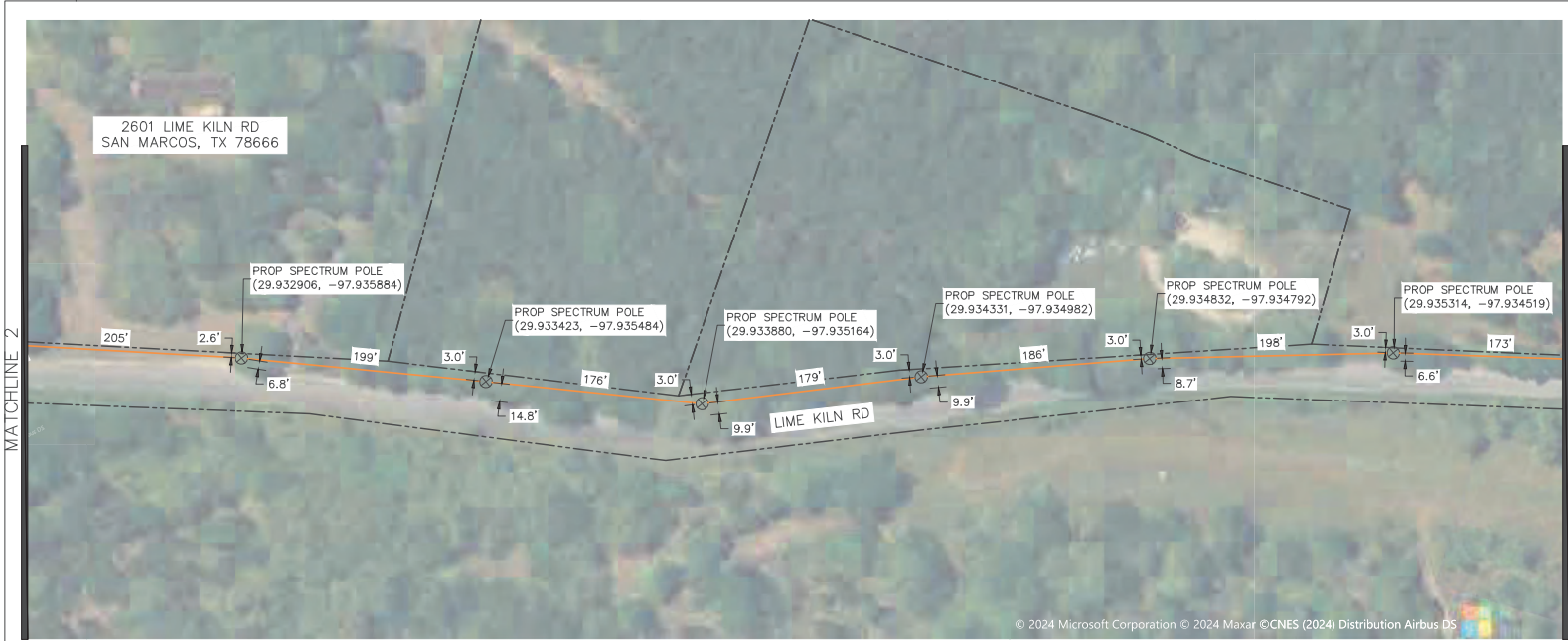
1. POLE LINE MAY BE LOCATED IN POSSIBLE EASEMENT.
2. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.



SPECTRUM
4658737
BLANCO RIVER RANCH
PROP POLES-BACKBONE 5
AERIAL IMPROVEMENTS

DESIGN BY: AG
DRAWN BY: AG
CHECKED BY: BF
APPROVED BY: JB
PROJECT NO: 2605-23-C178
DATE: 5/22/2024

SCALE:
HORIZONTAL: 1"=100'
VERTICAL: N/A
SHEET: 1 OF 2
PAGE: 2

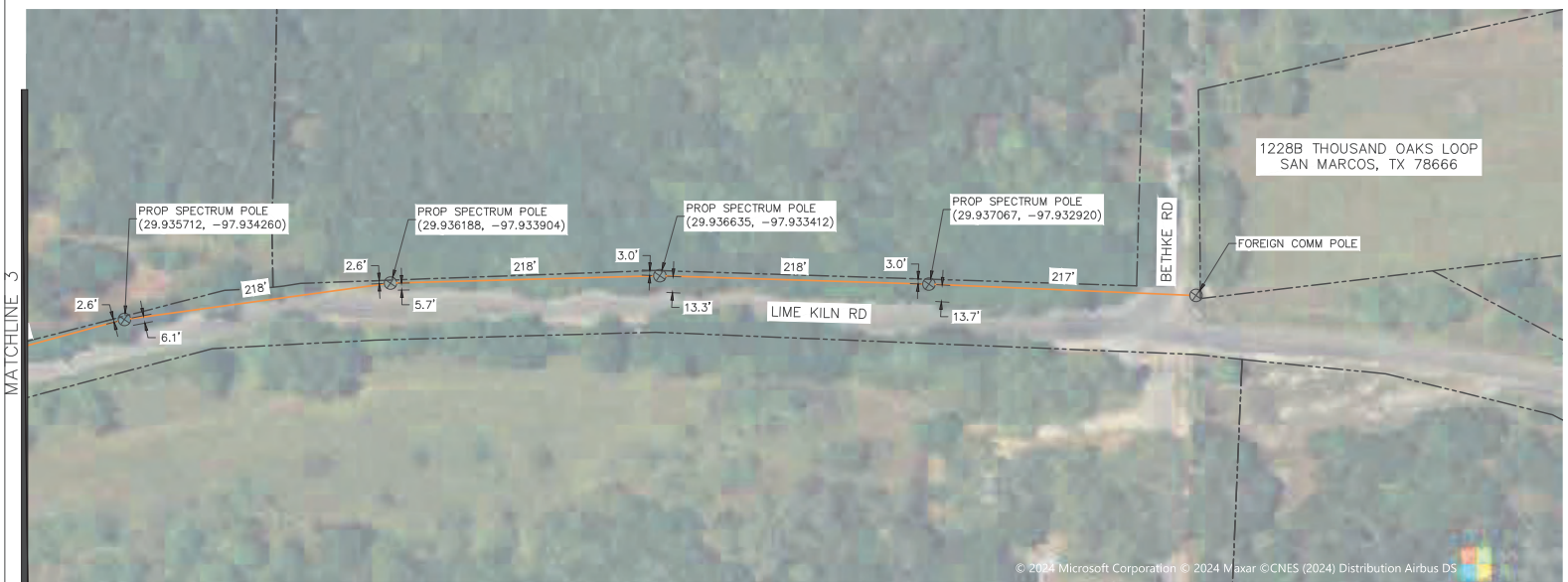


LEGEND

- EXISTING ROW
- PROP OVERHEAD
- PROP OVERLASH
- PROP ANCHOR
- SS PROP SLACK SPAN
- ⊗ PROP SLACK LOOPS
- ⊗ FIBER OPTIC SPLICE
- ⊗ COAXIAL CABLE SPLICE
- ⊗ PROPOSED POLE
- ⊗ POLE W/ RISER
- ⊗ FOREIGN POLE
- ⊗ CONCRETE POLE
- ⊗ STEEL POLE

- NOTES**
1. POLE LINE MAY BE LOCATED IN POSSIBLE EASEMENT.
 2. EXISTING UTILITIES AND ROW BOUNDARIES HAVE BEEN DEPICTED ACCORDING TO PUBLIC INFORMATION, CITY GIS DATA, AND FIELD INVESTIGATION. NO SUE OR SURVEY WORK PERFORMED.

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SPECTRUM
4658737
BLANCO RIVER RANCH
PROP POLES-BACKBONE 5
AERIAL IMPROVEMENTS

DESIGN BY: AG	SCALE: HORIZONTAL: 1"=100'
DRAWN BY: AG	VERTICAL: N/A
CHECKED BY: BF	SHEET: 2 OF 2
APPROVED BY: JB	PAGE: 3
PROJECT NO: 2605-23-C178	
DATE: 5/22/2024	



Hays County Transportation Department

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

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General Special Provisions:

1. Construction of this line will begin on or after 6/14/2024 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5122027166
Contact Name: Julian Diaz

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2024-8141-UTL
Type of Utility Service: fiber optic cable
Project Description:
Road Name(s): Lime Kiln Rd, Six Pines Rd
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Permit Coordinator

07/23/2024

Signature

Title

Date

SHEET INDEX:

1. COVER
2. GENERAL NOTES
3. UTILITY PLAN & PROFILE STA 1+00 - END
4. TYPICAL DETAILS
5. TRENCH DETAILS
6. PROPOSED SPECTRUM ELECTRICAL CABINET DETAILS
7. TRAFFIC CONTROL DETAILS



SPECTRUM
5421946
ELLIOTT RANCH RD-POWER SUPPLY
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
340 ELLIOTT RANCH ROAD
BUDA, TEXAS 78610

OWNER:
ROBERT DAVILA
SPECTRUM
810 W HOWARD LN
AUSTIN, TX 78753
ROBERT.DAVILA@CHARTER.COM
512-348-3969

CONTACT:
BRENT GURLEY, VICE PRESIDENT
LJA ENGINEERING, INC
2700 LA FRONTERA, SUITE 200
ROUND ROCK, TX 78681
UTILITIES@LJA.COM
512-439-4700

SUBMITTAL PREPARED BY:



2700 LA FRONTERA BLVD, STE 200
ROUND ROCK, TX 78681
512-767-7300
TBPE FIRM REGISTRATION: F-1386

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

SUBMITTED FOR APPROVAL BY:

ENGINEER OF RECORD

10 LF OF OPEN TRENCH



LOCATION MAP

N.T.S.

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



Know what's below.
Call before you dig.

GENERAL NOTES

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

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

34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.
39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.
40. AUSTIN ENERGY FACILITIES - GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.
41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

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

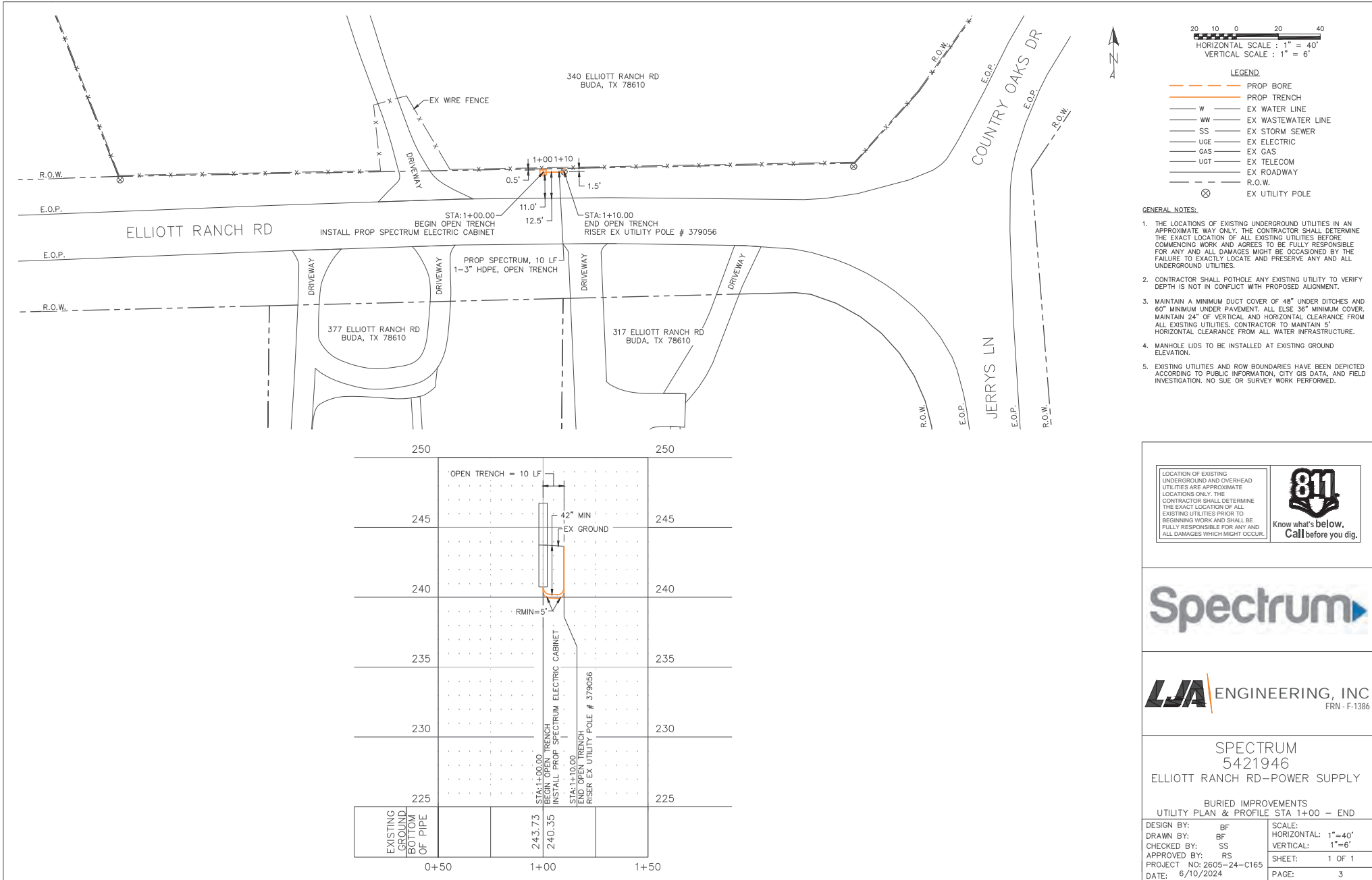


SPECTRUM
5421946
ELLIOTT RANCH RD-POWER SUPPLY

BURIED IMPROVEMENTS
GENERAL NOTES

DESIGN BY: BF
DRAWN BY: BF
CHECKED BY: SS
APPROVED BY: RS
PROJECT NO: 2605-24-C165
DATE: 6/10/2024

SCALE:
HORIZONTAL: N/A
VERTICAL: N/A
SHEET: 1 OF 1
PAGE: 2



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

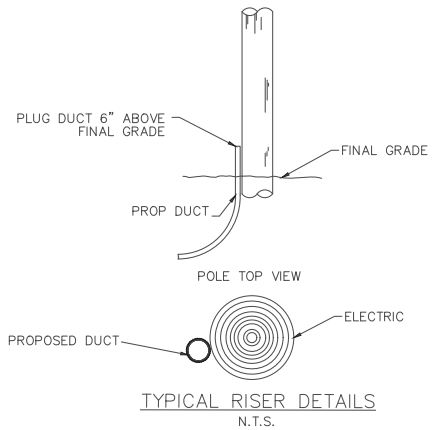
Know what's below. Call before you dig.



LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
5421946
ELLIOTT RANCH RD—POWER SUPPLY

BURIED IMPROVEMENTS UTILITY PLAN & PROFILE STA 1+00 - END	
DESIGN BY: BF	SCALE: HORIZONTAL: 1"=40' VERTICAL: 1"=6'
DRAWN BY: BF	SHEET: 1 OF 1
CHECKED BY: SS	PROJECT NO: 2605-24-C165
APPROVED BY: RS	DATE: 6/10/2024
DATE: 6/10/2024	PAGE: 3



TYPICAL RISER DETAILS
N.T.S.

RISER GENERAL NOTES

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

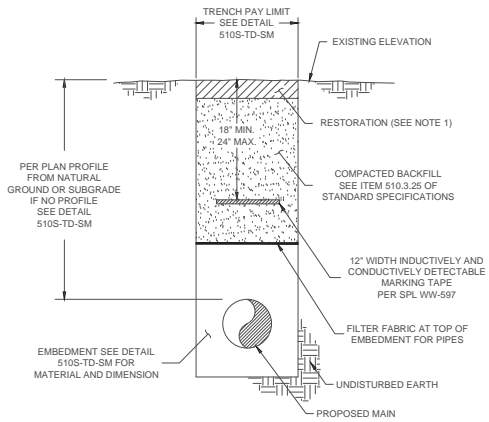
LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



SPECTRUM
5421946
ELLIOTT RANCH RD-POWER SUPPLY

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY: BF	SCALE:
DRAWN BY: BF	HORIZONTAL: N/A
CHECKED BY: SS	VERTICAL: N/A
APPROVED BY: RS	SHEET: 1 OF 1
PROJECT NO: 2605-24-C165	PAGE: 4
DATE: 6/10/2024	



NOTES:

- RESTORE ALL DISTURBED SURFACES ABOVE AND SURROUNDING THE TRENCH TO EXISTING CONDITION AND ELEVATION. NATURAL GROUND WILL HAVE 6" OF TOP SOIL, SEEDED AND A RETENTION BLANKET INSTALLED ON TOP. ALL OTHER SURFACE STRUCTURES SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.

REFERENCES
DETAIL 510S-TD-SM

The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2024	TRENCH DETAIL NATURAL GROUND	STANDARD NO.
RECORD COPY SIGNED BY LAURIE MOYER, P.E.	6/1/2018 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	510S-5-SM 1 OF 1

LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
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ALL DAMAGES WHICH MIGHT OCCUR.



Know what's below.
Call before you dig.

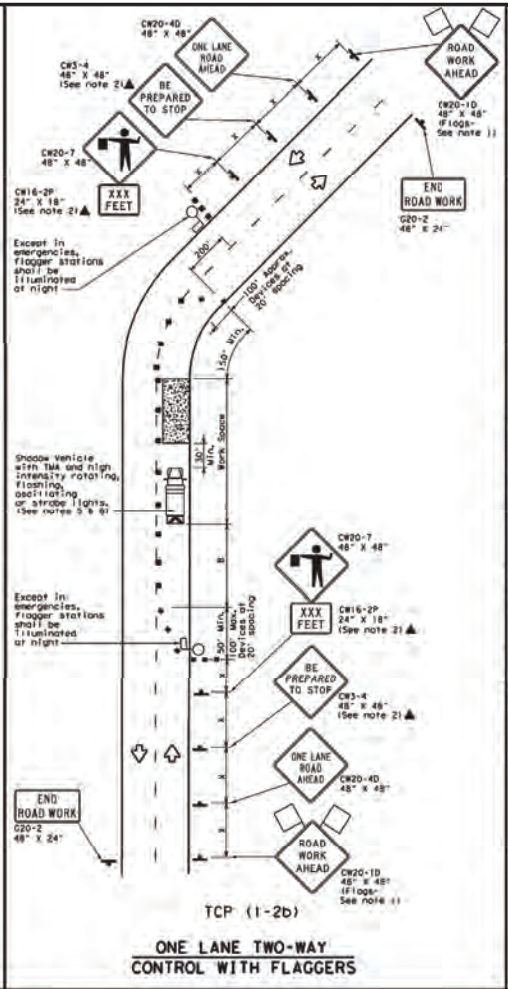
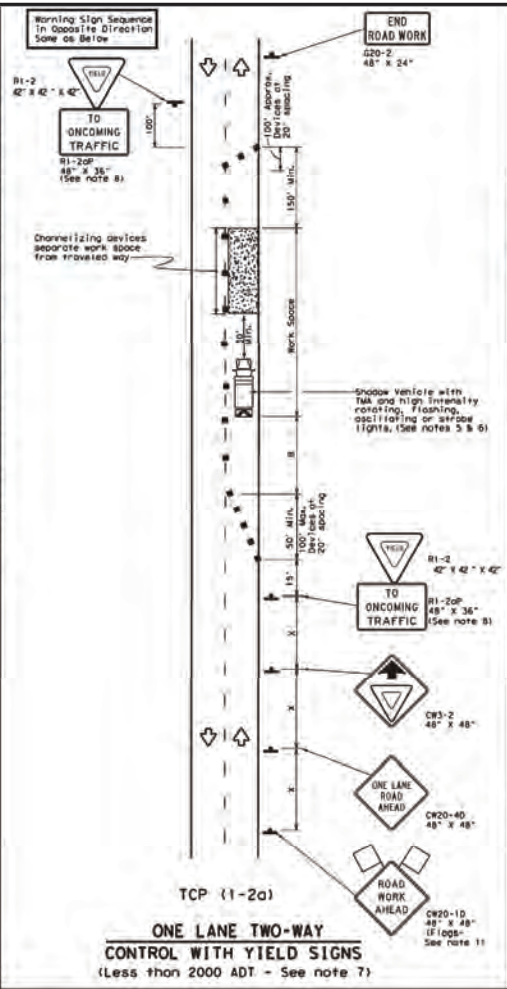


SPECTRUM
5421946
ELLIOTT RANCH RD-POWER SUPPLY

BURIED IMPROVEMENTS
TRENCH DETAILS

DESIGN BY: BF	SCALE:
DRAWN BY: BF	HORIZONTAL: N/A
CHECKED BY: SS	VERTICAL: N/A
APPROVED BY: RS	SHEET: 1 OF 1
PROJECT NO: 2605-24-C165	PAGE: 5
DATE: 6/10/2024	

DISCLAIMER: The use of this drawing is governed by the "Standard Contract Provisions" (S.C.P.) No. 1000000000, published by the Texas Department of Transportation (TxDOT) and the "Standard Specifications for Construction" (S.S.) published by the TxDOT. The user of this drawing is advised to check the S.C.P. and S.S. for any amendments or changes. The user of this drawing is advised to check the S.C.P. and S.S. for any amendments or changes. The user of this drawing is advised to check the S.C.P. and S.S. for any amendments or changes.



LEGEND

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

Posted Sign #	Formula	Minimum Taper Lengths (ft)	Suggested Maximum Spacing of Channelizing Devices (ft)	Minimum Sign Spacing (ft)	Suggested Spacing of Buffer Spaces (ft)	Stopping Distance (ft)
30	$L = 150' + \frac{W}{60}$	150', 165', 180'	30'	60'	120'	200'
35	$L = 150' + \frac{W}{60}$	205', 225', 245'	35'	70'	160'	250'
40	$L = 150' + \frac{W}{60}$	265', 295', 320'	40'	80'	240'	305'
45	$L = 150' + \frac{W}{60}$	450', 495', 540'	45'	90'	320'	360'
50	$L = 150' + \frac{W}{60}$	500', 550', 600'	50'	100'	400'	425'
55	$L = 150' + \frac{W}{60}$	550', 605', 660'	55'	110'	500'	495'
60	$L = 150' + \frac{W}{60}$	600', 650', 720'	60'	120'	600'	570'
65	$L = 150' + \frac{W}{60}$	650', 715', 780'	65'	130'	700'	645'
70	$L = 150' + \frac{W}{60}$	700', 770', 840'	70'	140'	800'	730'
75	$L = 150' + \frac{W}{60}$	750', 825', 900'	75'	150'	900'	820'

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

TYPICAL USAGE

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

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CR3-4 "BE PREPARED TO STOP" sign may be installed after the CR20-40 "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
- Sign spacing may be increased or an additional CR20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
- A Snow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work, if workers are no longer present but road or work conditions require the traffic control to remain in place. Type 3 Barricades or other channelizing devices may be substituted for the Snow Vehicle only TMA.
- Additional Snow Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

TCP (1-2b)

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

FILED: 1801-2-18, 10:00 AM
 COUNTY: DALLAS
 DISTRICT: 1801
 SHEET NO.: 2-18

Texas Department of Transportation
 Traffic Operations Division
 Standard

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

Know what's below. Call before you dig.

Spectrum

LJA ENGINEERING, INC
 FRN - F-1386

SPECTRUM
 5421946
 ELLIOTT RANCH RD-POWER SUPPLY

BURIED IMPROVEMENTS
 TRAFFIC CONTROL DETAILS

DESIGN BY: BF	SCALE: HORIZONTAL: N/A
DRAWN BY: BF	VERTICAL: N/A
CHECKED BY: SS	SHEET: 1 OF 1
APPROVED BY: RS	PAGE: 7
PROJECT NO: 2605-24-C165	
DATE: 6/10/2024	



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 6/24/2024 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2024-8177-UTL
Type of Utility Service: Fiber
Project Description:
Road Name(s): Elliott Ranch Rd
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Permit Coordinator

07/23/2024

Signature

Title

Date

SHEET INDEX:

- 1. COVER SHEET
- 2. GENERAL NOTES
- 3. UNDERGROUND UTILITY PLAN & PROFILE STA 1+00 – 5+00
- 4. UNDERGROUND UTILITY PLAN & PROFILE STA 5+00 – END
- 5. TYPICAL DETAILS
- 6. TRENCH DETAILS
- 7. PROPOSED HANDHOLE DETAILS
- 8. TRAFFIC CONTROL DETAILS


SPECTRUM
4658737
BLANCO RIVER RANCH – UG 4
BURIED IMPROVEMENTS

PROJECT INFORMATION:

STREET ADDRESS:
 100 OAK MEADOWS
 SAN MARCOS, TX 78666

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

CONTACT:
 BRENT GURLEY, VICE PRESIDENT
 LJA ENGINEERING, INC
 2700 LA FRONTERA, SUITE 200
 ROUND ROCK, TX 78681
 UTILITIES@LJA.COM
 512-439-4700

SUBMITTAL PREPARED BY:

LJA ENGINEERING, INC
 FRN - F-1386

2700 LA FRONTERA BLVD, STE 200
 ROUND ROCK, TX 78681
 512-767-7300
 TBPE FIRM REGISTRATION: F-1386

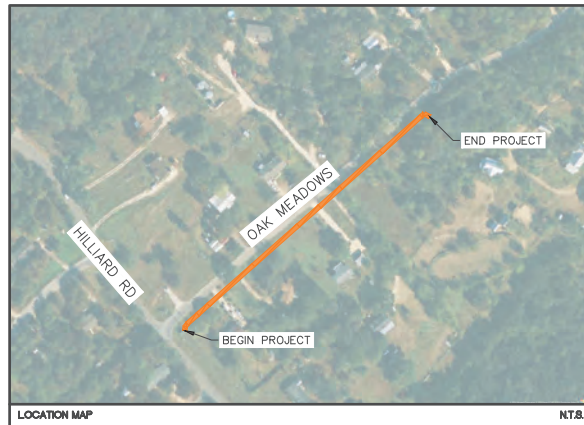
CONTACT:
 STUART COWELL, P.E.
 PHONE:
 (512) 439-4717

SUBMITTED FOR APPROVAL BY:


 ENGINEER OF RECORD

5/13/2024
 DATE

492 LF OF DIRECTIONAL BORE
 340 LF OF OPEN TRENCH



LOCATION MAP

NTS

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



Know what's below.
 Call before you dig.

GENERAL NOTES

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

- AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.
18. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
 19. ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
 20. THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
 21. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
 22. CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
 23. THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
 24. ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 20-FOOT RADIUS, UNLESS NOTED ON THE PLANS.
 25. CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
 26. CONTRACTOR TO PROVIDE AND PLACE 2500LB MULE TAPE IN EACH INSTALLED DUCT.
 27. ALL PROPOSED TELECOM FACILITIES WITHIN TXDOT ROW SHOULD BE INSTALLED AT A MINIMUM OF 48 INCHES BELOW FINISHED GRADE ELEVATION AND 60 INCHES BELOW PAVEMENT ELEVATION.
 28. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
 29. OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
 30. BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
 31. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
 32. APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.
 33. CONTRACTOR TO CONTACT TELECOM OWNER A MINIMUM OF 2-WEEKS PRIOR TO CONSTRUCTION.

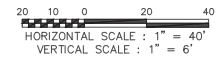
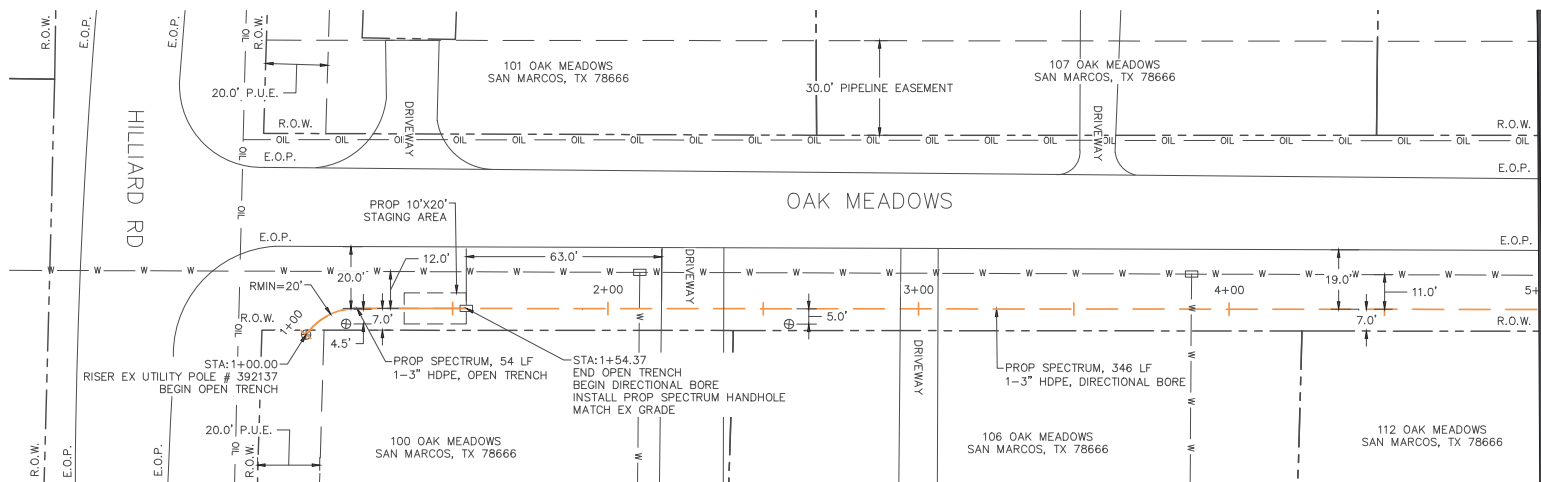
34. ALL FIBER OPTIC CABLE AND COOPER BASED FACILITIES WILL BE SPLICED BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
35. UTILITY CONTRACTOR TO CONTACT UTILITY OWNER OF 48 HOURS PRIOR TO CONNECTION TO EXISTING MANHOLE OR DUCTS TO COORDINATE ON-SITE INSPECTION BY UTILITY PERSONNEL.
36. CONTRACTOR TO PROVIDE OVERHEAD POLE SUPPORT WHENEVER CONSTRUCTION EXCAVATION IS WITHIN 5' OF AN OVERHEAD POLE.
37. CONTRACTOR MUST OBTAIN PERMISSION FROM AFFECTED PROPERTY OWNER FROM ANY CONSTRUCTION RELATED ACTIVITIES THAT MAY ENCROACH ON ADJACENT PRIVATE PROPERTY.
38. CONTRACTOR SHALL NOTIFY CAPITAL METRO 48 HOURS IN ADVANCE OF CONSTRUCTION.
39. CONTACT LAURIE SHAW WITH CAPITAL METRO AT 512-474-1200OR LAURIE.SHAW@CAPMETRO.ORG PRIOR TO RELOCATING ANY BUS STOP OR SETTING ANY TRAFFIC CONTROL DEVICES AFFECTING ANY BUS STOP OR SERVICES.
40. AUSTIN ENERGY FACILITIES – GFT INSTALLED VAULTS, MANHOLES, AND BEHIND THE CURB SERVICE TRENCHES TO HOMES AND BUSINESSES SHALL MAINTAIN 2' HORIZ SEPARATION FROM EXISTING AUSTIN ENERGY FACILITIES UNLESS OTHERWISE AGREED UPON WITH THE DESIGNATED AUSTIN ENERGY FIELD PERSONNEL.
41. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING PERTINENT UTILITIES OF CONDUIT STRUCTURE COMPLETION FOR INSPECTION APPROVAL.
42. ONLY 1 STUB RISER CONDUIT FOR EACH TELECOMMUNICATION PROVIDER AT ALL POLE LOCATIONS SHOWN ON PLANS.
43. ALL VAULTS, MANHOLES, AND HANDHOLES TO BE PLACED AT FINAL GRADES. TEMPORARY FILLS OR CUTS NEED TO BE USED AT EACH SITE SO THAT THE MINIMUM OF 2" WIDE LEVELING WORKING SPACE EXISTS AROUND THE PERIMETER OF EACH OPENING.

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SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

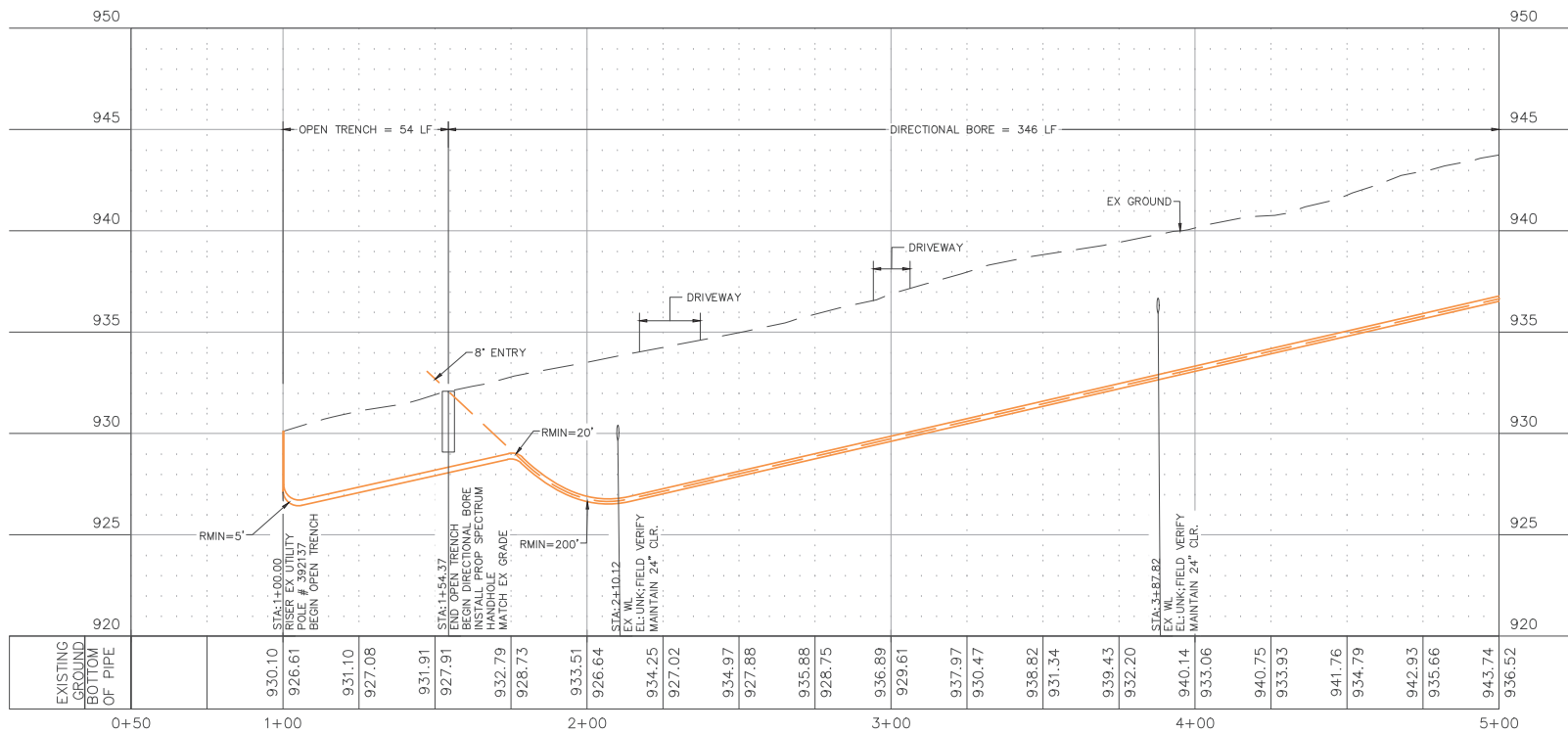
BURIED IMPROVEMENTS GENERAL NOTES			
DESIGN BY:	AG	SCALE:	
DRAWN BY:	AG	HORIZONTAL:	N/A
CHECKED BY:	EH	VERTICAL:	N/A
APPROVED BY:	RS	SHEET:	1 OF 1
PROJECT NO:	2605-23-C178	PAGE:	2
DATE:	5/13/2024		



- LEGEND**
- PROP BORE
 - PROP TRENCH
 - EX WATER LINE
 - WW EX WASTEWATER LINE
 - SD EX STORM SEWER
 - EX GAS
 - EX ELECTRIC
 - EX GAS
 - EX TELECOM
 - EX ROADWAY
 - R.O.W.
 - ⊗ EX UTILITY POLE

GENERAL NOTES:

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



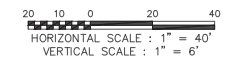
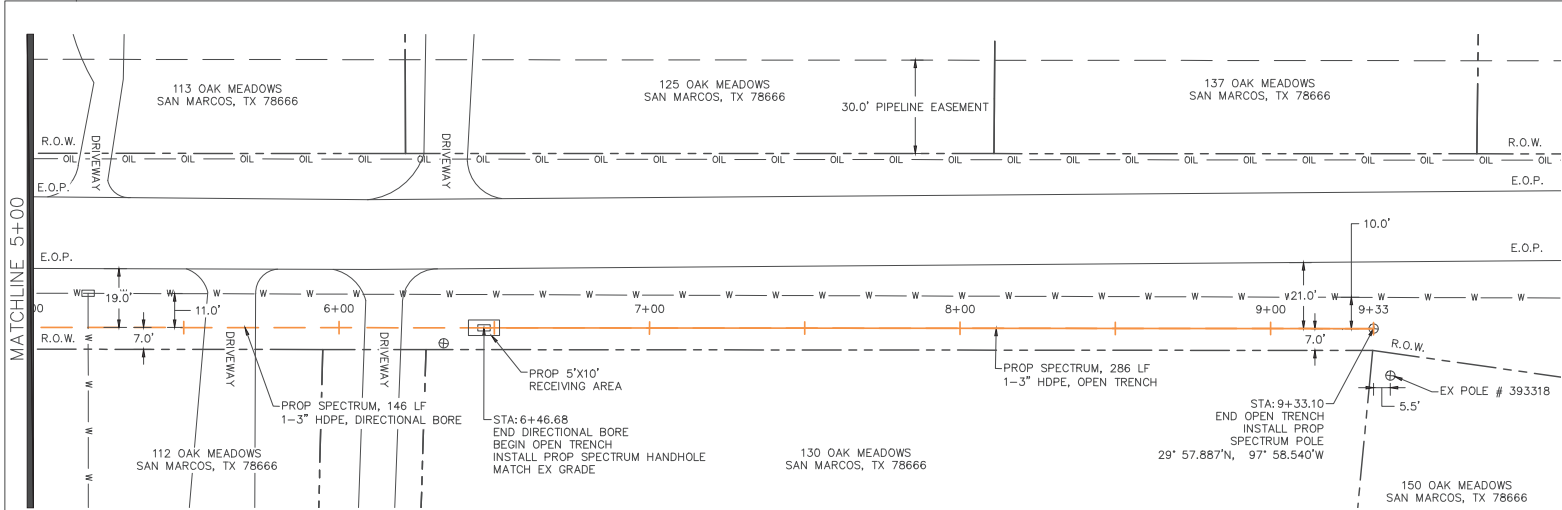
LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

Know what's below. Call before you dig.



SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

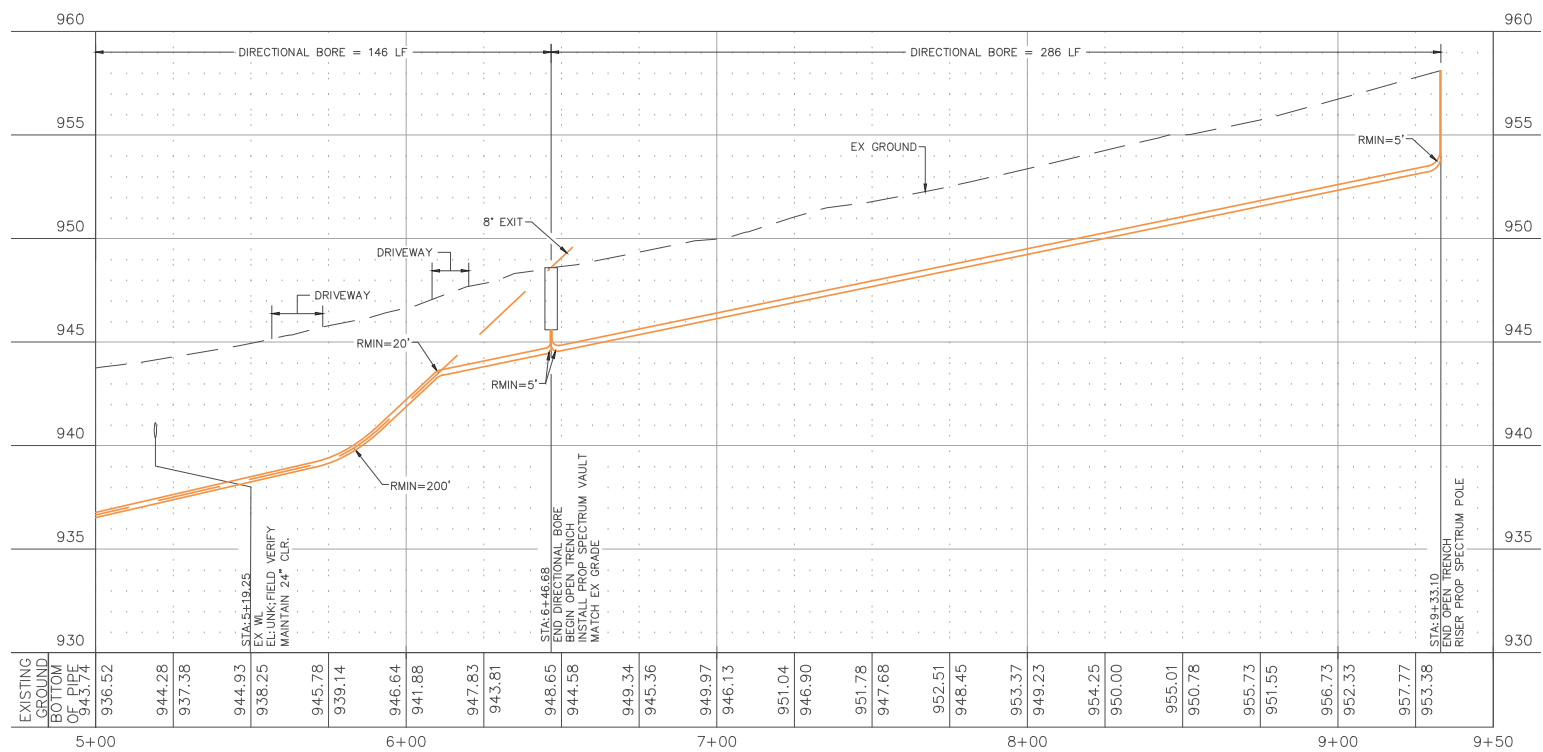
BURIED IMPROVEMENTS UTILITY PLAN & PROFILE STA 1+00 - 5+00	
DESIGN BY: AG	SCALE:
DRAWN BY: AG	HORIZONTAL: 1"=40'
CHECKED BY: EH	VERTICAL: 1"=6'
APPROVED BY: RS	SHEET: 1 OF 2
PROJECT NO: 2605-23-C178	DATE: 5/13/2024
	PAGE: 3



LEGEND

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

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

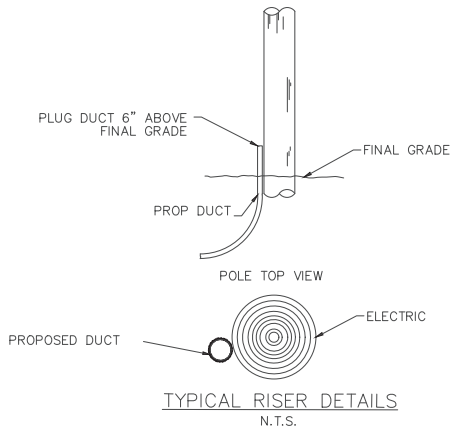


LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



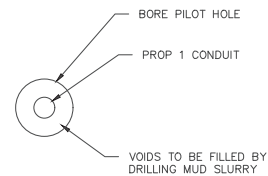
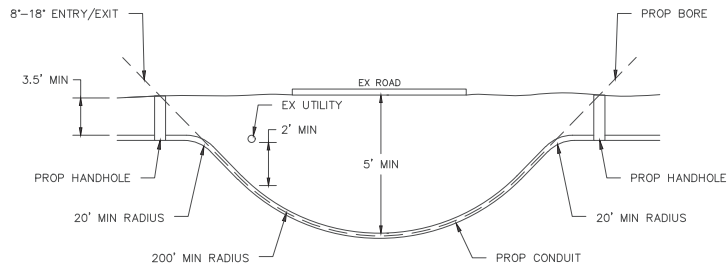
SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

BURIED IMPROVEMENTS UTILITY PLAN & PROFILE STA 5+00 - END	
DESIGN BY: AG	SCALE:
DRAWN BY: AG	HORIZONTAL: 1"=40'
CHECKED BY: EH	VERTICAL: 1"=6'
APPROVED BY: RS	SHEET: 2 OF 2
PROJECT NO: 2605-23-C178	DATE: 5/13/2024
	PAGE: 4



RISER GENERAL NOTES

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



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

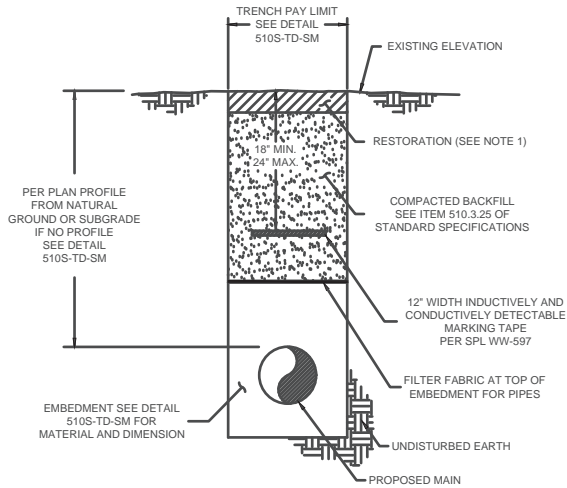


LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

BURIED IMPROVEMENTS
TYPICAL DETAILS

DESIGN BY: AG	SCALE:
DRAWN BY: AG	HORIZONTAL: N/A
CHECKED BY: EH	VERTICAL: N/A
APPROVED BY: RS	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	PAGE: 5
DATE: 5/13/2024	



NOTES:

- RESTORE ALL DISTURBED SURFACES ABOVE AND SURROUNDING THE TRENCH TO EXISTING CONDITION AND ELEVATION. NATURAL GROUND WILL HAVE 6" OF TOP SOIL, SEEDED AND A RETENTION BLANKET INSTALLED ON TOP. ALL OTHER SURFACE STRUCTURES SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.

REFERENCES

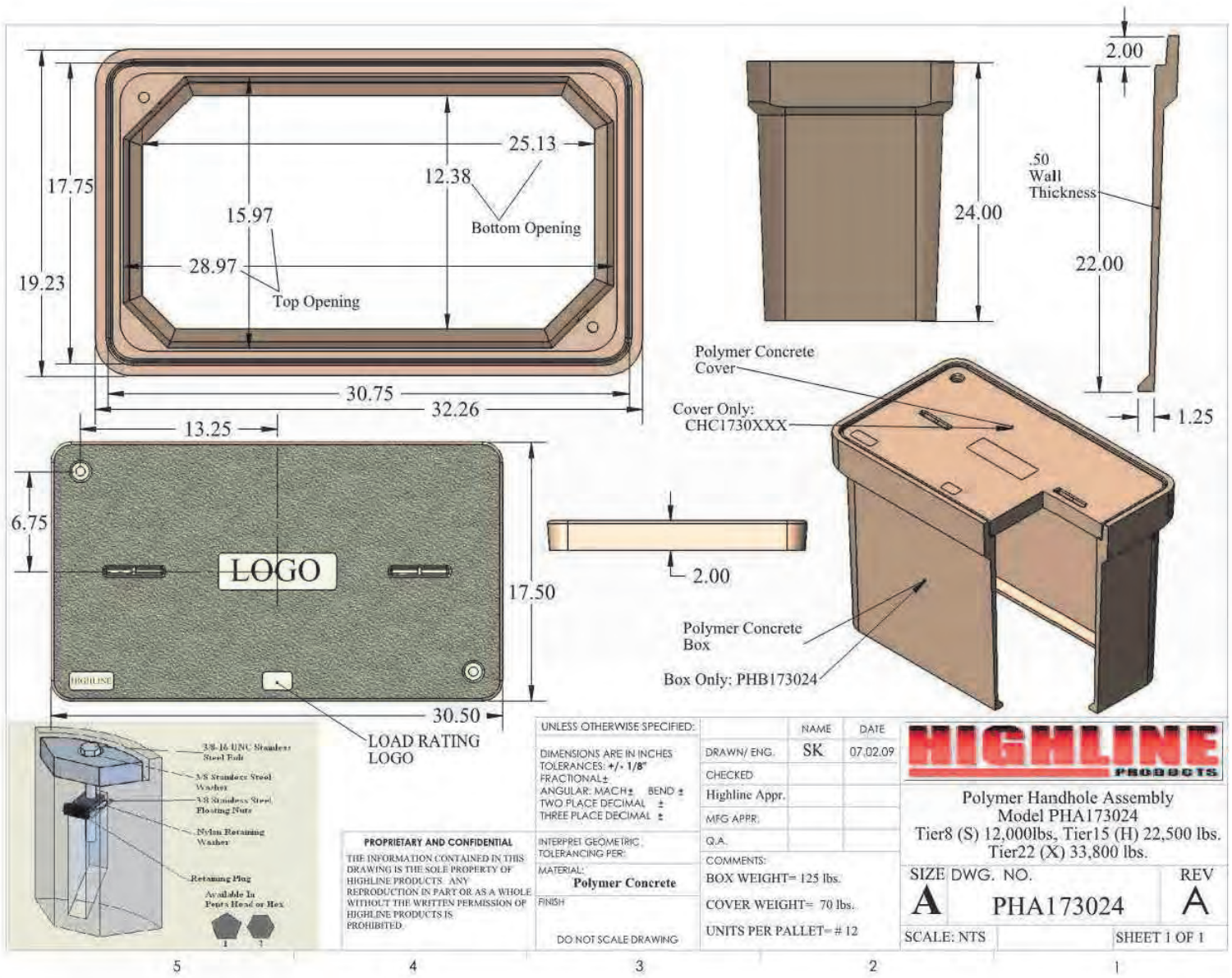
DETAL 510S-TD-SM The City of San Marcos Engineering and Capital Improvements	CURRENT AS OF 1/1/2024	TRENCH DETAIL NATURAL GROUND
RECORD COPY SIGNED BY LAURIE MOYER, P.E.	6/1/2018 ADOPTED	STANDARD NO. 510S-5-SM 1 OF 1

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



SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

BURIED IMPROVEMENTS TRENCH DETAILS	
DESIGN BY: AG	SCALE:
DRAWN BY: AG	HORIZONTAL: N/A
CHECKED BY: EH	VERTICAL: N/A
APPROVED BY: RS	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	PAGE: 6
DATE: 5/13/2024	



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



Spectrum

LJA ENGINEERING, INC
FRN - F-1386

SPECTRUM
4658737
BLANCO RIVER RANCH-UG 4

BURIED IMPROVEMENTS
PROPOSED HANDHOLE DETAIL

DESIGN BY: AG	SCALE:
DRAWN BY: AG	HORIZONTAL: N/A
CHECKED BY: EH	VERTICAL: N/A
APPROVED BY: RS	SHEET: 1 OF 1
PROJECT NO: 2605-23-C178	PAGE: 7
DATE: 5/13/2024	

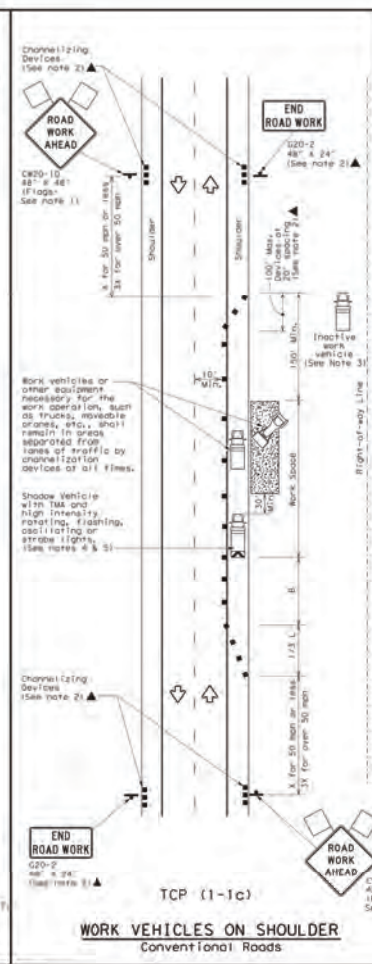
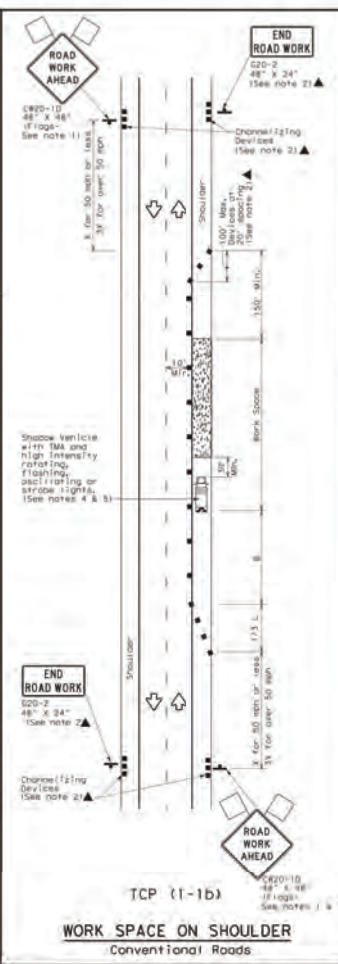
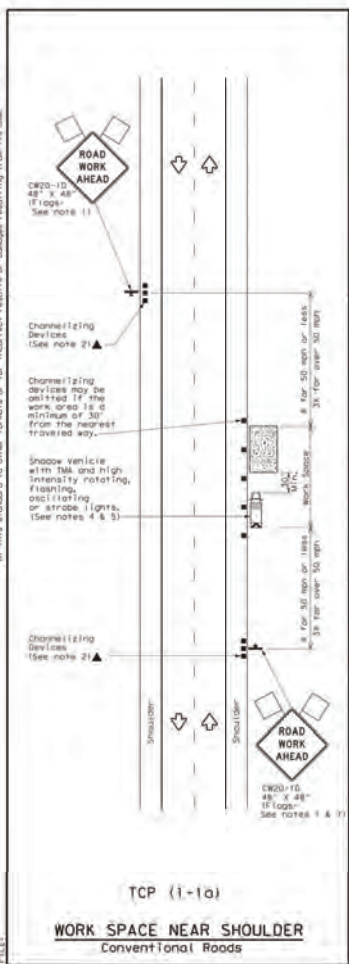
UNLESS OTHERWISE SPECIFIED:	NAME	DATE
DIMENSIONS ARE IN INCHES TOLERANCES: +/- 1/8" FRACTIONAL ± ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± THREE PLACE DECIMAL ±	SK	07.02.09
INTERPRET GEOMETRIC TOLERANCING PER:		
MATERIAL: Polymer Concrete		
FINISH:		
DO NOT SCALE DRAWING		

HIGHLINE PRODUCTS	
Polymer Handhole Assembly Model PHA173024 Tier8 (S) 12,000lbs, Tier15 (H) 22,500 lbs. Tier22 (X) 33,800 lbs.	
SIZE DWG. NO.	REV
A PHA173024	A
SCALE: NTS	SHEET 1 OF 1

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF HIGHLINE PRODUCTS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF HIGHLINE PRODUCTS IS PROHIBITED.

5 4 3 2 1

DISCLAIMER: This drawing is governed by the "Road Engineering Practice Act", No. 2001, of the State of Texas, which provides that the engineer shall be responsible for the design and construction of the work shown on this drawing. The engineer shall not be responsible for the construction of the work shown on this drawing. The engineer shall not be responsible for the construction of the work shown on this drawing.



LEGEND

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

Posted Speed	Formulas	Minimum Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Spacing
30	10' - 11'	12' Offset/Offset	30'	60'	120'
35	15'	15'	35'	70'	140'
40	20'	20'	40'	80'	160'
45	25'	25'	45'	90'	180'
50	30'	30'	50'	100'	200'
55	35'	35'	55'	110'	220'
60	40'	40'	60'	120'	240'
65	45'	45'	65'	130'	260'
70	50'	50'	70'	140'	280'
75	55'	55'	75'	150'	300'

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

TYPICAL USAGE

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

GENERAL NOTES

1. Signs adjacent to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol which may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shoove Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew enclosure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shoove Vehicle and TMA.
5. Additional Shoove Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect wider work zones.
6. See TCP-5-11 for shoulder work on divided highways, expressways and freeways.
7. CD-21-3 "SHOULDER WORK" signs may be used in place of CD-20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 1B

DATE	BY	CHKD	APP'D
11/11/2011	11/11/2011	11/11/2011	11/11/2011
11/11/2011	11/11/2011	11/11/2011	11/11/2011
11/11/2011	11/11/2011	11/11/2011	11/11/2011

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811

Know what's below.
Call before you dig.

Spectrum

LJA ENGINEERING, INC

FRN - F-1386

SPECTRUM
 4658737
 BLANCO RIVER RANCH-UG 4

BURIED IMPROVEMENTS
 TRAFFIC CONTROL DETAILS

DESIGN BY: AG	SCALE: HORIZONTAL: N/A
DRAWN BY: AG	VERTICAL: N/A
CHECKED BY: EH	SHEET: 1 OF 1
APPROVED BY: RS	DATE: 5/13/2024
PROJECT NO: 2605-23-C178	PAGE: 8



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/28/2024 .

Utility Company Information:

Name: Spectrum
Address: 810 W Howard Ln Austin TX
Phone: 5125391815
Contact Name: Julian Diaz

Engineer / Contractor Information:

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

Hays County Information:

Utility Permit Number: TRN-2024-8185-UTL
Type of Utility Service: fiber optic cable in 1-3" HDPE conduit
Project Description:
Road Name(s): Oak Meadows, Hilliard Rd
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

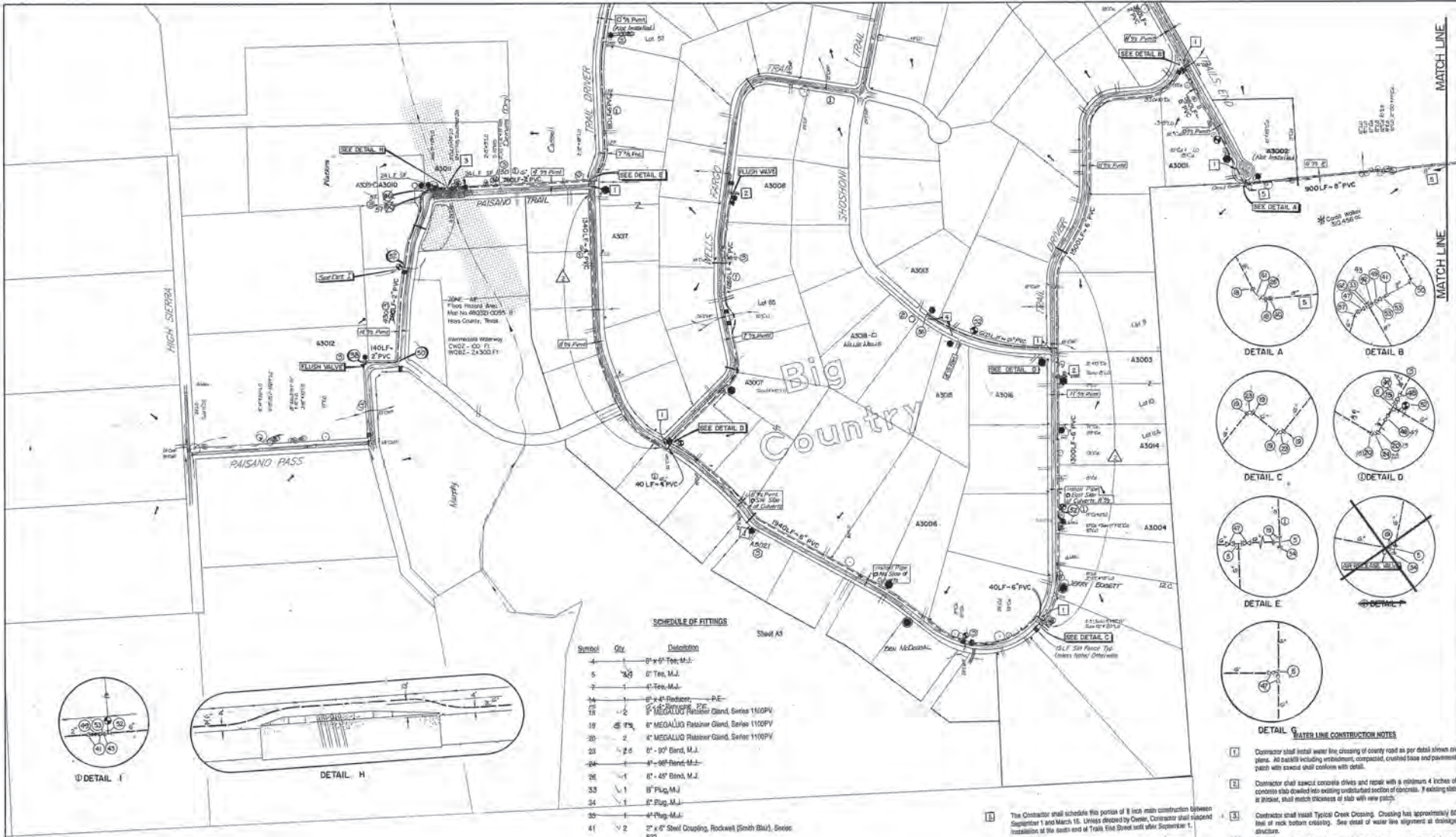
Permit Coordinator

07/24/2024

Signature

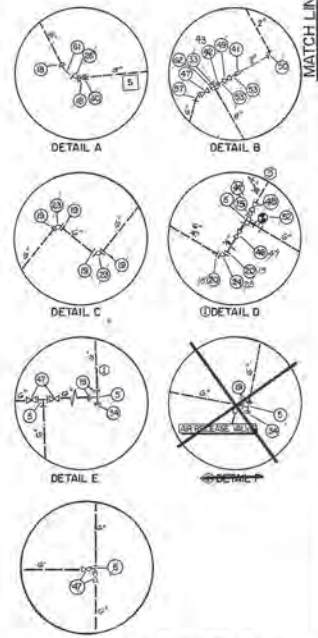
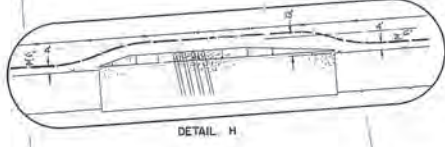
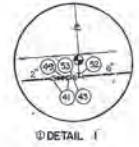
Title

Date



SCHEDULE OF FITTINGS

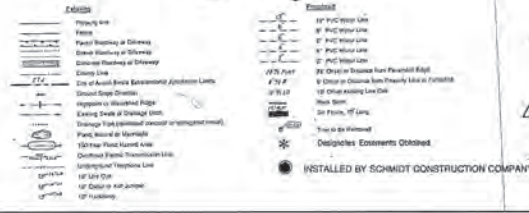
Symbol	Qty	Description
4	1	8" x 6" Tee, M.J.
5	3	6" Tee, M.J.
7	1	4" Tee, M.J.
14	1	8" x 4" Reducer, P.E.
15	1	8" x 4" Reducer, Cast Iron, Series 1100PV
18	4	8" MEDALLION Reducer, Cast Iron, Series 1100PV
20	2	8" MEDALLION Reducer, Cast Iron, Series 1100PV
23	2	8" - 90° Bend, M.J.
24	1	8" - 45° Bend, M.J.
26	1	8" - 45° Bend, M.J.
33	1	8" Plug, M.J.
34	1	8" Plug, M.J.
35	1	4" Plug, M.J.
41	2	2" x 6" Steel Coupling, Rockwell (Smith-Blair), Series 502
42	2	2" x 2" Tipped Plug, M.J. x I.P.T.
44	1	8" x 2" Tipped Plug, M.J. x I.P.T.
47	2	8" Gate Valve, M.J. w/ Box
48	1	8" Gate Valve, M.J. w/ Box
49	2	2" Gate Valve, I.P.T. w/ Box
50	2	2" - 90° Bend, Slip or Solvent-Weld
52	1	Fire Hydrant Setting, complete, including main anchor line, anchor lead, 8" Gate Valve, M.J. w/ Box
53	2	2" x 6" Brass Nipple, I.P.T.
57	1	8" - 45° Bend, P.E. x M.J.
60	2	2" - 45° Bend, Slip or Solvent-Weld
61	1	8" - 22 1/2° Bend, P.E. x M.J.
62	1	8" x 6" Cross, M.J.
65	1	8" Flg. Cap, Slip or Solvent-Weld
40	1	6" x 8" Steel Coupling, Rockwell (Smith-Blair) Series 502



Member Number	Member	REV	Member Number	Member	REV
A3001	Whitefield, Janice & Bobby		A3007	ZOGAN, ARTHUR	
A3002	Goodyear, Randy & Beverly		A3008-D	WELLS, MELLE	
A3003	Hoover, Randy & Beverly		A3009-D	CHAMBERLAIN, G. A. (Landscape)	
A3004	Richardson, Kenneth D. & Strawn Ann		A3001	CHAMBERLAIN, G. A. (Landscape)	
A3004	Browning, Pat				
A3006	Hays, Thomas H. & Carrie J.				
A3007	George & Davidson				
A3008	Lawrence, Ty & Theresa Coffey				
A3010	Waskins, William E. & Cystano				
A3011	Cissell, Dwight E. & Linda				
A3012	Wernsbo, Marshall W				
A3013	White, Robert				
A3015	Sierwano, David				
A3016	Cozzetti, Roberto				

11 The Contractor shall schedule his portion of 8 inch main construction between September 1 and March 15. Unless directed by Owner, Contractor shall suspend installation at the south end of Trail End Street until after September 1.

LEGEND



WATER LINE CONSTRUCTION NOTES

- Contractor shall install water line crossing county road as per detail shown on plans. All backfill including embankment, compacted, crushed stone and pavement patch with exact shall conform with detail.
- Contractor shall sawcut concrete drives and repair with a minimum 4 inches of concrete slab overlaid into existing undisturbed section of concrete. If existing slab is in place, shall match thickness of slab with new patch.
- Contractor shall install Typical Creek Crossing. Crossing has approximately 60 feet of rock bottom crossing. See exact of water line alignment at drainage structure.
- Contractor shall install long side service tubing with encasement as per detail shown on plans. All backfill, including embankment, compacted crushed stone and pavement patch with exact shall conform with detail.

CONSTRUCTION NOTES

- Temporary erosion and sedimentation controls (silt fences) shall be installed prior to construction except for those devices to be installed across the water line trench which shall be installed immediately after construction of the pipeline. Alternatively all controls shall be placed prior to construction and temporarily removed by the pipeline.
- Contractor shall place excavated material on high side of trench at these locations. Except for designated spoil areas, excess material from trench shall not be left overnight along trench.
- Temporary erosion and sedimentation control shall remain in place until restoration is complete and satisfactory. See Sheet 20 for details of installation.

INSTALLED BY SCHMIDT CONSTRUCTION COMPANY

HILL COUNTRY WATER SUPPLY CORPORATION

WATER DISTRIBUTION SYSTEM

PLAN SHEET

4465-03

A3

RECORD DRAWING

CONTRACT 1

17/02

NWA
Nogales-Watson Association, Inc.
consulting engineers
1001 N. 10th St., Suite 100
Tucson, AZ 85702
(520) 298-3333

Approx. 60 foot bore
under Paisano for
water service

13351 Paisano Trail





Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after .

Utility Company Information:

Name: WTCPUA
Address: 13215 Bee Cave Parkway Bee Cave TX
Phone:
Contact Name: John Camarillo

Engineer / Contractor Information:

Name:
Address:
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-8179-UTL
Type of Utility Service: water
Project Description:
Road Name(s): Paisano Trail
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A handwritten signature in black ink, appearing to read "Mark Bell".

Permit Coordinator

07/24/2024

Signature

Title

Date

Oak Wilt Treatment Map 2.1



OAK WILT MANAGEMENT OPTIONS

Trench to control spread @ 100' from symptoms & 4' deep
-- OR --

- Inject fungicides prior to symptom development, up to 150' away
- Plant a diversity of native or non-invasive trees
- No action -- anticipate need & expense of removals



630 Feet

Map Scale



LEGEND

TrenchType

-  CSBreakout
-  NCSTrench
-  OakWiltMC

Location: Country Estates

Case: 93-AU-20

County: Hays

Quadrangle: San Marcos North

UTM Northing: 33102011

UTM Easting: 599456

Mortality Numbers: 4169

Map Date: February 2, 2023

Forester: Karl Flocke, TFS Austin



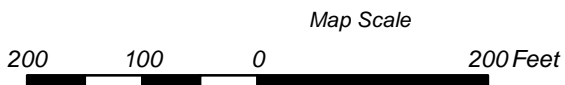
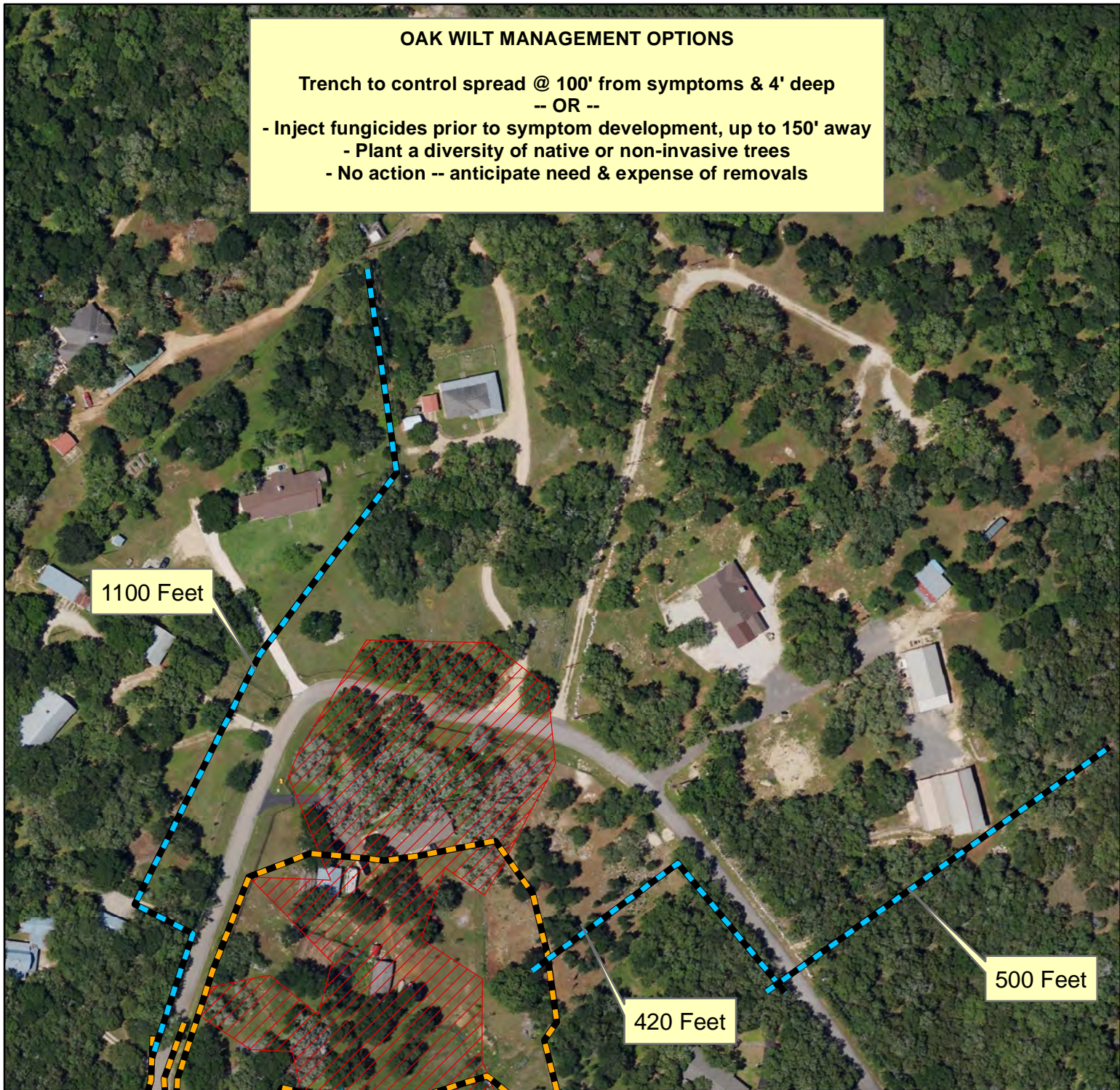
Oak Wilt Treatment Map 3.1



OAK WILT MANAGEMENT OPTIONS

Trench to control spread @ 100' from symptoms & 4' deep
-- OR --

- Inject fungicides prior to symptom development, up to 150' away
- Plant a diversity of native or non-invasive trees
- No action -- anticipate need & expense of removals



LEGEND

TrenchType

- CSBreakout
- NCSTrench
- OakWiltMC



Location: Country Estates
Case: 93-AU-20
County: Hays
Quadrangle: San Marcos North
UTM Northing: 33102011
UTM Easting: 599456
Mortality Numbers: 4169
Map Date: February 2, 2023
Forester: Karl Flocke, TFS Austin



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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 7/22/2024 .

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Oak Wilt Pros
Address: 801 Carney Lane Unit 6B Wimberly TX 78676
Phone: 5122538080
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2024-8319-UTL
Type of Utility Service: Ther is no line.
Project Description:
Road Name(s): 1513 Mustang Lane, 1600 Mustang Lane, 1805 Mustang Lane, 2114 Mustang Lane
Subdivision:
Commissioner Precinct:

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

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

Permit Coordinator

07/24/2024

Signature

Title

Date



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to use community outreach funds not to exceed \$400.00 to purchase consumables for a working lunch during the Texas Department of Emergency Management training seminar for Mayors and County Staff on August 8, 2024. **BECERRA**

Summary:

Leadership from the Texas Department of Emergency Management will lead training that will provide ICS-G-402 certification for elected officials.

Fiscal Impact:

Amount Requested: \$400.00

Line Item Number: 001-600-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: follow the purchasing policy for purchase of food

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to authorize the execution of Supplemental No. 7 to the Professional Services Agreement (PSA) with HDR Engineering, Inc. for professional design services on the Robert S. Light (Buda Truck Bypass) project in Precinct 2, as part of the TxDOT/Hays County Partnership Program. **SMITH/BORCHERDING**

Summary

The Supplemental No. 7 to the Professional Service Agreement (PSA) amends the hourly rates in the original Exhibit II. The rates for this contract were last updated July 7, 2020. Pedernales Electric Cooperative (PEC) has submitted a reimbursement packet dated May 30, 2024 which requires review. This rate adjustment will allow HDR to review the reimbursement request and coordinate any adjustments necessary to issue a recommendation for payment. Contract executed pursuant to RFQ 2021-Q01 Professional Engineering Services.

Attachments

RSL(BudaTruckBypass)-HDR-PSASuppl07

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and HDR Engineering, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on June 4th, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 of the agreement as modified by Supplemental Agreement No. 6 was limited to \$3,122,186.00; and,

WHEREAS, the "***Compensation Cap***" in Exhibit 1, Section 4, Item 4.3, as modified by Supplemental Agreement No. 6, limits the maximum amount payable under the agreement to \$3,175,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT


NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

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

ENGINEER:
HDR Engineering, Inc.

By: 

Signature

Mark D. Borenstein, P.E.

Printed Name

Senior Vice President

Title

07/23/24

Date

COUNTY:
Hays County, Texas

By: _____
Signature

Ruben Becerra

Printed Name

Hays County Judge

Title

Date



7/24/2024

EXHIBIT II
HOURLY RATES
HDR ENGINEERING, INC.

<u>Employee Classification</u>	<u>2024 Rates</u>
Project Manager	\$325.00
QC Manager	\$290.00
Environmental Manager	\$283.00
Senior Engineer	\$224.00
Sr. Environmental Scientist	\$187.00
Jr. Environmental Scientist	\$158.00
GIS Technician	\$168.00
Design Engineer	\$164.00
Engineer-in-Training	\$126.00
Senior Utility Coordinator	\$195.00
Utility Design Coordinator	\$165.00
Sr.CAD Technician	\$123.00
Bridge CAD Technician	\$135.00
CAD Operator	\$100.00
Accounting	\$130.00
Clerical / Steno	\$95.00

**REIMBURSABLE EXPENSES
HDR ENGINEERING, INC.**

Consultant or Specialty Contractor (Outside Firm)	@ Cost
Courier	@ Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Other Misc. Expenses Related to the Project	@ Cost
In-House Reproduction:	
➤ Copies (8.5" X 11")	\$0.09/Each
➤ Copies (11" x 17")	\$0.18/Each
➤ Color Prints (8.5" x 11")	\$0.18/Each
➤ Color Prints (11" x 17")	\$0.30/Each
➤ Color Prints (Larger than 11" x 17")	\$0.50/Sq. Ft.
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$2.00/Each



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Brandon Elliott

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of a TIA Contribution Agreement between Hays County and Arroyo Cap II-1, LLC, in the amount of \$56,112.00, for certain off-site traffic improvements related to the Sunset Oaks/Highmeadow Subdivision, and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

The traffic impact analysis for this section of the Hymeadow/Sunset Oaks subdivision identified \$56,112 as the pro-rata share of off-site traffic improvements attributed to this 168 lot section in Precinct 1. The developer has delivered a check to Hays County. The agreement is attached.

Fiscal Impact:

Amount Requested: None

Line Item Number: 020.2010_192

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?:

Comments:

Attachments

Hymeadow Sec.3 Ph. 1 and 2 TIA Contribution Agreement

TIA CONTRIBUTION AGREEMENT

This TIA CONTRIBUTION AGREEMENT (“Agreement”) is made by and between **Arroyo Cap II-1, LLC**, a Delaware limited liability company, hereinafter called the “**Developer**”, and **Hays County**, a political subdivision of the State of Texas, hereinafter called the “**County**” regarding HYMEADOW SECTION THREE PHASE ONE, a subdivision recorded in Document No. 21033877, Official Public Records of Hays County, Texas, consisting of 81 residential lots, and HYMEADOW SECTION THREE PHASE TWO, a subdivision recorded in Document No. 21033872, Official Public Records of Hays County, Texas, consisting of 87 residential lots.

WITNESSETH:

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

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

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

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

AGREEMENT

Article 1. Effective Date

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

Article 2. Funding and Work Responsibilities

Developer shall pay to the County Three Hundred Thirty-Four and No/100 Dollars (\$334.00) for each residential lot in any recorded final plat within the portion of the Subdivision owned by Developer (“**Developer’s Contribution**”) within three (3) business days after the later of recording of such final plat or execution of this Agreement. TxDOT, the City of San Marcos, and Hays County have agreed that the Developer’s Contribution for the Project is capped at \$334.00 per final platted residential lot owned by Developer within the Subdivision, regardless of the total transportation cost. Developer has no further financial or other responsibility for the Project

regardless of whether the Project exceeds anticipated Project Costs. Offsite improvements required by the TIA will be built by Hays County using the funds contributed under this Agreement. Notwithstanding anything to the contrary contained herein, Developer shall remain solely responsible for the cost of all Driveway improvements reflected on Table 1 hereto located on Developer's property.

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

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

Article 4. Notices

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This TIA Contribution Agreement is hereby EXECUTED on this ____ day of _____, 2021.

County of Hays:

By: _____
The Honorable Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas, Hays County Clerk

Developer:

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

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

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



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the maintenance bond #204919W in the amount of \$132,147.05, and acceptance of the roads into the County Road Maintenance System for Sunset Oaks subdivision, Section 1, Phase 1. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Cobb Branch Drive (1,395 ft.), Ellwood Road (1,296 ft.), Rosetta Road (1,039 ft.), Silent Meadow Run (551 ft.), Jessenia Way(270 ft.), and Hibiscus Street (179 ft.).

Attachments

Plat
Bond

21000999 PLAT Total Project: 10/26/2021 10:30:30 AM
Auto-generated. Do Not Edit.

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221
SUBMITTAL DATE:
TOTAL AREA OF THIS PLAT: 29.684 AC.
TOTAL NUMBER OF LOTS: 137
RESIDENTIAL: 132
OPEN SPACE: 4
WASTEWATER LOT: 1

FINAL SUBDIVISION PLAT: SUNSET OAKS SECTION ONE, PHASE ONE HAYS COUNTY, TEXAS

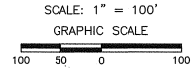
LINEAR FEET OF NEW STREETS ROW CLASSIFICATION

COBB BRANCH DRIVE	1395	50 FT.	LOCAL
ELLWOOD ROAD	1296	50 FT.	LOCAL
ROSETTA ROAD	1039	50 FT.	LOCAL
SILENT MEADOW RUN	551	67 FT.	MINOR COLLECTOR
JESSIEA WAY	270	50 FT.	LOCAL
HIBISCUS STREET	179	50 FT.	LOCAL

SIZE(AC)	#
≥10	1
≥5 <10	1
≥2 <5	2
≥1 <2	1
<1	135

LEGEND

- 1/2" REBAR WITH CHAPARRAL CAP FOUND UNLESS OTHERWISE NOTED
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CONCRETE HIGHWAY MONUMENT FOUND
- ▲ CALCULATED POINT COULD NOT BE SET
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- SIDEWALK LOCATION
- () RECORD INFORMATION



THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P941".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:
N 13885328.23
E 2332261.23

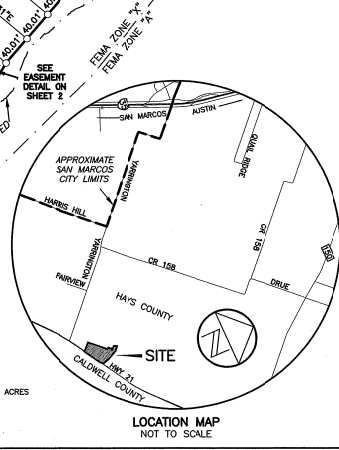
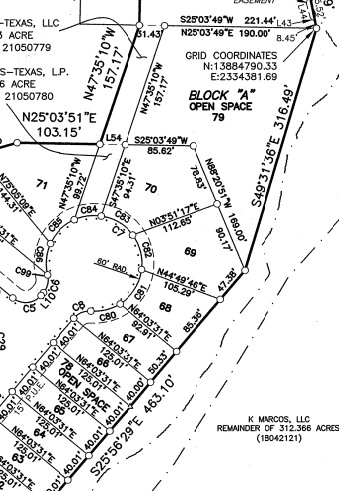
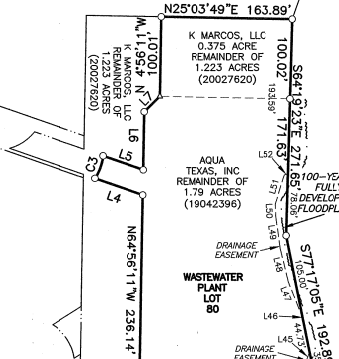
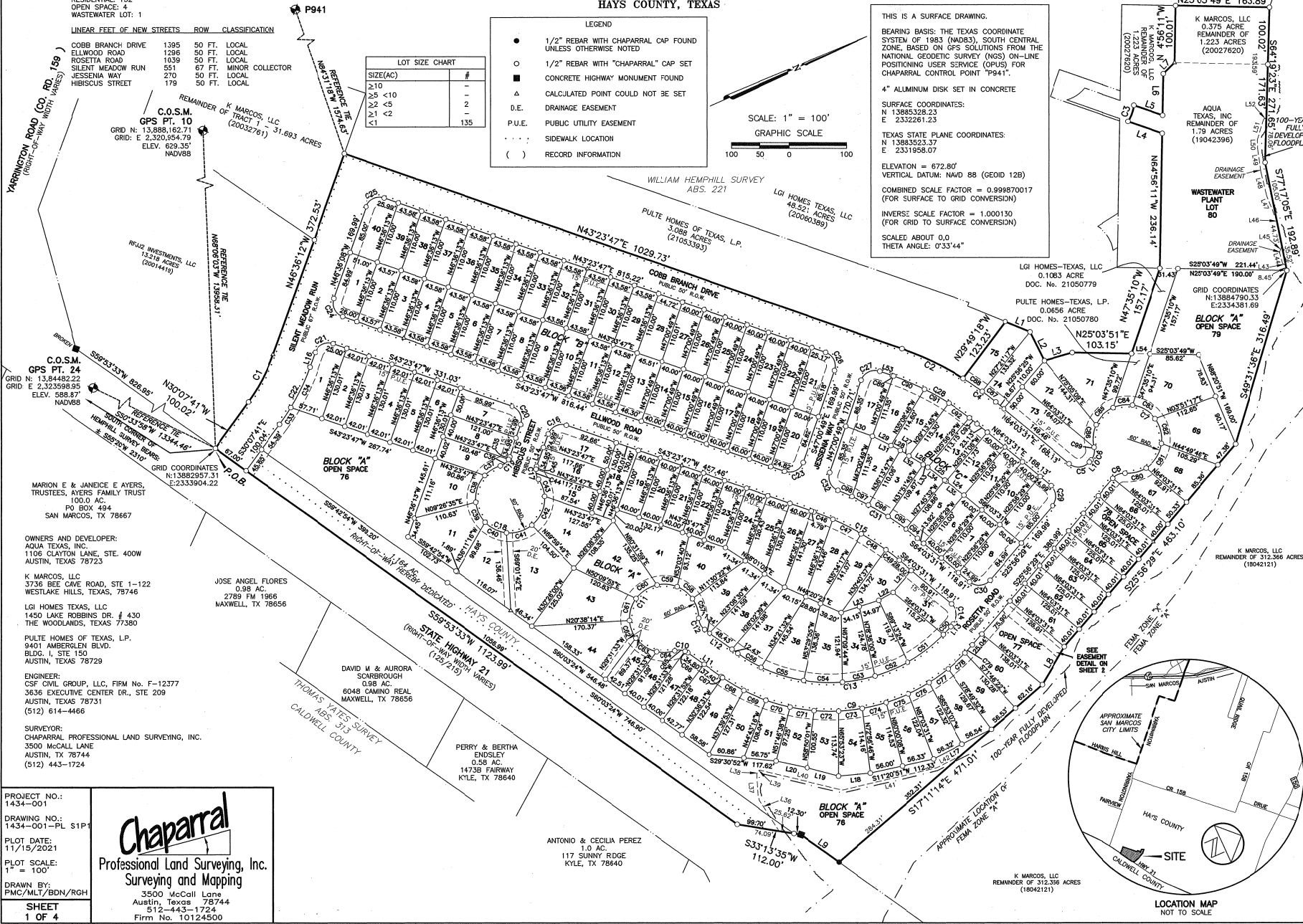
TEXAS STATE PLANE COORDINATES:
N 13883323.37
E 2331958.07

ELEVATION = 672.80'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999870017
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 0°33'44"



OWNER AND DEVELOPER:
AQUA TEXAS, INC.
1106 CLAYTON LANE, STE. 400W
AUSTIN, TEXAS 78723

K MARCOS, LLC
3736 BEE CAVE ROAD, SITE 1-122
WESTLAKE HILLS, TEXAS, 78746

LGI HOMES TEXAS, LLC
1450 LAKE ROBBINS DR. # 430
THE WOODLANDS, TEXAS 77380

PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD.
BLDG. 1, SITE 190
AUSTIN, TEXAS 78729

ENGINEER:
CSF CIVIL GROUP, LLC, FIRM NO. F-12377
3636 EXECUTIVE CENTER DR., SITE 209
AUSTIN, TEXAS 78731
(512) 614-4466

SURVEYOR:
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TX 78744
(512) 443-1724

JOSE ANGEL FLORES
0.98 AC.
2789 FM 1966
MAXWELL, TX 78656

DAVID M & AURORA SCARBROUGH
0.98 AC.
6049 GAMING REAL
MAXWELL, TX 78656

PERRY & BERTHA ENDLEY
0.58 AC.
14738 FAIRWAY
KYLE, TX 78640

ANTONIO & CECILIA PEREZ
1.0 AC.
117 SUNNY RIDGE
KYLE, TX 78640

PROJECT NO.: 1434-001
DRAWING NO.: 1434-001-PL S1P1
PLOT DATE: 11/15/2021
PLOT SCALE: 1" = 100'
DRAWN BY: PMC/MLT/BDN/RGH
SHEET 1 OF 4

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

**FINAL SUBDIVISION PLAT:
SUNSET OAKS SECTION ONE, PHASE ONE**
HAYS COUNTY, TEXAS

CURVE TABLE					CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	326.54'	16°28'31"	93.90'	N58°21'57"W	93.57'	C51	275.00'	18°31'46"	79.35'	S13°46'20"E	79.07'
C2	525.00'	13°04'35"	119.82'	N49°56'05"E	119.66'	C52	275.00'	12°45'04"	61.21'	S00°52'05"W	61.08'
C3	60.00'	28°57'18"	30.33'	N61°16'00"E	30.00'	C53	275.00'	12°08'54"	58.31'	S13°19'03"W	58.21'
C4	525.00'	7°35'08"	69.51'	N51°03'31"E	69.46'	C54	275.00'	14°14'40"	68.38'	S26°30'50"W	68.20'
C5	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C55	275.00'	15°55'33"	76.45'	S41°35'57"W	76.20'
C6	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C56	275.00'	19°00'15"	48.02'	S54°33'50"W	47.96'
C7	60.00'	28°56'10"	30.157'	N64°03'31"E	70.60'	C57	60.00'	34°41'02"	36.34'	N83°48'38"W	35.78'
C8	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C58	60.00'	32°39'41"	34.22'	S62°30'07"W	33.76'
C9	325.00'	85°30'27"	485.09'	S16°48'44"W	441.31'	C59	60.00'	34°54'02"	36.56'	S28°42'37"W	36.00'
C10	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C60	60.00'	41°41'44"	43.66'	S09°35'18"E	42.71'
C11	60.00'	28°56'10"	30.157'	N30°26'02"W	70.60'	C61	60.00'	38°56'06"	40.77'	S49°53'48"E	39.99'
C12	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C62	60.00'	32°07'52"	33.65'	S85°25'42"E	33.21'
C13	275.00'	85°30'27"	410.46'	N16°48'44"E	373.42'	C63	60.00'	41°32'03"	43.50'	N57°44'21"E	42.55'
C14	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C64	60.00'	31°22'26"	32.86'	N21°17'06"E	32.45'
C15	475.00'	20°39'44"	171.29'	S53°43'39"W	170.37'	C65	25.00'	41°56'35"	18.30'	N26°34'10"E	17.90'
C16	25.00'	90°00'00"	29.28'	S01°36'13"E	35.36'	C66	25.00'	12°01'31"	5.25'	S85°17'45"E	5.07'
C17	25.00'	90°00'00"	29.28'	S73°35'15"E	22.69'	C67	325.00'	0°32'27"	3.07'	N59°17'45"E	3.07'
C18	60.00'	28°56'10"	30.157'	S43°23'47"W	70.60'	C68	325.00'	7°35'38"	43.08'	N55°13'42"E	43.05'
C19	25.00'	90°00'00"	29.28'	N19°03'31"E	35.36'	C69	325.00'	7°34'49"	43.00'	N47°38'29"E	42.97'
C20	25.00'	90°00'00"	29.28'	S01°36'13"E	35.36'	C70	325.00'	7°33'32"	42.88'	N40°04'18"E	42.85'
C21	25.00'	90°00'00"	29.28'	N01°36'13"E	35.36'	C71	325.00'	7°31'47"	42.72'	N32°31'39"E	42.69'
C22	393.55'	16°28'31"	113.17'	S38°23'57"E	112.78'	C72	325.00'	7°29'36"	42.51'	N25°00'57"E	42.48'
C23	25.00'	90°00'00"	29.28'	S88°23'47"W	35.36'	C73	325.00'	7°27'02"	42.27'	N17°32'38"E	42.24'
C24	25.00'	90°00'00"	29.28'	S88°23'47"W	35.36'	C74	325.00'	7°20'06"	41.99'	N10°07'04"E	41.96'
C25	25.00'	90°00'00"	29.28'	S88°23'47"W	35.36'	C75	325.00'	7°20'51"	41.68'	N02°44'36"E	41.65'
C26	25.00'	90°00'00"	29.28'	S88°23'47"W	35.36'	C76	325.00'	7°17'19"	41.35'	N04°34'29"W	41.32'
C27	25.00'	90°00'00"	29.28'	S88°23'47"W	35.36'	C77	325.00'	7°13'36"	41.00'	N11°49'56"W	40.97'
C28	475.00'	20°39'44"	171.29'	N53°43'39"E	170.37'	C78	325.00'	7°09'42"	40.63'	N19°01'35"W	40.60'
C29	25.00'	90°00'00"	29.28'	S70°56'29"W	35.36'	C79	325.00'	3°20'04"	18.92'	N24°16'27"E	18.91'
C30	25.00'	90°00'00"	29.28'	S19°03'31"W	35.36'	C80	80.00'	36°05'26"	37.80'	N09°58'53"E	37.18'
C31	525.00'	17°44'53"	162.63'	S55°11'04"W	161.98'	C81	80.00'	50°23'40"	52.78'	N33°15'40"W	51.09'
C32	25.00'	86°40'33"	37.82'	S89°38'54"W	34.32'	C82	80.00'	43°51'50"	45.95'	N80°23'30"W	44.83'
C33	393.55'	5°07'11"	35.17'	N32°41'17"W	35.16'	C83	80.00'	45°17'59"	47.45'	S55°01'01"W	46.22'
C34	393.55'	11°21'20"	78.00'	N40°55'33"W	77.87'	C84	80.00'	32°21'55"	33.90'	S16°10'58"W	33.45'
C35	25.00'	11°38'56"	5.08'	S40°46'45"E	5.07'	C85	80.00'	41°28'04"	43.43'	S20°44'02"E	42.49'
C36	25.00'	42°19'09"	18.47'	S13°47'42"E	18.05'	C86	80.00'	38°20'09"	40.15'	S60°38'08"E	39.41'
C37	60.00'	30°43'26"	32.18'	S07°59'50"E	31.79'	C87	525.00'	3°13'37"	29.57'	S62°26'46"W	29.56'
C38	60.00'	48°35'05"	50.88'	S47°39'06"E	49.37'	C88	525.00'	4°21'31"	39.94'	S58°39'12"W	39.93'
C39	60.00'	37°17'54"	39.06'	N89°24'24"E	38.36'	C89	475.00'	0°16'57"	2.34'	N43°32'16"E	2.34'
C40	60.00'	40°23'50"	42.31'	N50°33'32"E	41.44'	C90	475.00'	7°07'20"	59.04'	N47°14'24"E	59.01'
C41	60.00'	45°49'51"	48.00'	N42°40'05"W	47.73'	C91	475.00'	5°52'16"	48.67'	N53°44'12"E	48.65'
C42	60.00'	54°23'40"	56.97'	N42°40'05"W	56.85'	C92	475.00'	5°21'07"	44.37'	N59°20'52"E	44.35'
C43	60.00'	30°43'26"	32.18'	N85°13'06"W	31.78'	C93	475.00'	2°02'05"	16.87'	N63°02'28"E	16.87'
C44	25.00'	42°19'09"	18.47'	N79°24'43"W	18.05'	C94	525.00'	2°49'02"	25.82'	S62°39'00"W	25.81'
C45	25.00'	11°38'56"	5.08'	N52°25'41"W	5.07'	C95	525.00'	4°10'55"	38.32'	S59°09'01"W	38.31'
C46	475.00'	4°15'04"	35.24'	N45°31'19"E	35.23'	C96	525.00'	4°16'21"	39.15'	S45°55'23"W	39.14'
C47	475.00'	6°46'51"	56.22'	N51°02'17"E	56.18'	C97	525.00'	3°34'45"	32.80'	S50°59'50"W	32.79'
C48	475.00'	6°05'58"	50.57'	N57°28'42"E	50.54'	C98	525.00'	2°53'49"	26.54'	S47°45'32"W	26.54'
C49	475.00'	3°31'50"	29.27'	N62°17'36"E	29.26'	C99	60.00'	0°06'21"	0.11'	S79°51'24"E	0.11'
C50	275.00'	3°54'15"	18.74'	S23°59'21"E	18.74'						

NOTES:

- FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
- TYPICAL LOT SIZE 40'X110'
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
- THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
- A 15 FOOT-WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: STATE HIGHWAY 21, COBB BRANCH DRIVE, ELLWOOD ROAD, ROSETTA ROAD, SILENT MEADOW RUN, JESSIEA WAY AND HIBISCUS STREET. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHDRAWING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
- FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 482900415F, DATED SEPTEMBER 02, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
- THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
- UTILITY INFORMATION:
WATER: MAXWELL W.S.C.
SEWER: AQUA TEXAS, INC.
ELECTRICITY: FEDERNALES ELECTRIC COOPERATIVE
- THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS ETC.
- LOTS 76, 77, 78 AND 79, BLOCK A ARE OPEN SPACE LOTS TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THESE LOTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
- THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER.
- DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

SINGLE FAMILY LOTS - AREA SUMMARY

BLOCK A:	LOT 1 6566 Sq Feet	BLOCK B:	LOT 1 5476 Sq Feet
	LOT 2 5461 Sq Feet		LOT 2 4793 Sq Feet
	LOT 3 5461 Sq Feet		LOT 3 4793 Sq Feet
	LOT 4 5461 Sq Feet		LOT 4 4793 Sq Feet
	LOT 5 5461 Sq Feet		LOT 5 4793 Sq Feet
	LOT 6 5461 Sq Feet		LOT 6 4793 Sq Feet
	LOT 7 5915 Sq Feet		LOT 7 4793 Sq Feet
	LOT 8 4839 Sq Feet		LOT 8 4793 Sq Feet
	LOT 9 4233 Sq Feet		LOT 9 4793 Sq Feet
	LOT 10 7167 Sq Feet		LOT 10 4793 Sq Feet
	LOT 11 9235 Sq Feet		LOT 11 4793 Sq Feet
	LOT 12 8106 Sq Feet		LOT 12 4793 Sq Feet
	LOT 13 12690 Sq Feet		LOT 13 5049 Sq Feet
	LOT 14 8873 Sq Feet		LOT 14 4400 Sq Feet
	LOT 15 4998 Sq Feet		LOT 15 4400 Sq Feet
	LOT 16 4706 Sq Feet		LOT 16 4400 Sq Feet
	LOT 17 5749 Sq Feet		LOT 17 4400 Sq Feet
	LOT 18 5201 Sq Feet		LOT 18 4400 Sq Feet
	LOT 19 4400 Sq Feet		LOT 19 4400 Sq Feet
	LOT 20 4400 Sq Feet		LOT 20 3363 Sq Feet
	LOT 21 4400 Sq Feet		LOT 21 3368 Sq Feet
	LOT 22 4400 Sq Feet		LOT 22 4400 Sq Feet
	LOT 23 4400 Sq Feet		LOT 23 4400 Sq Feet
	LOT 24 4609 Sq Feet		LOT 24 4401 Sq Feet
	LOT 25 5026 Sq Feet		LOT 25 4400 Sq Feet
	LOT 26 5443 Sq Feet		LOT 26 4400 Sq Feet
	LOT 27 5706 Sq Feet		LOT 27 4400 Sq Feet
	LOT 28 6045 Sq Feet		LOT 28 4983 Sq Feet
	LOT 29 6175 Sq Feet		LOT 29 4793 Sq Feet
	LOT 30 5212 Sq Feet		LOT 30 4793 Sq Feet
	LOT 31 5667 Sq Feet		LOT 31 4793 Sq Feet
	LOT 32 6283 Sq Feet		LOT 32 4793 Sq Feet
	LOT 33 5895 Sq Feet		LOT 33 4793 Sq Feet
	LOT 34 5681 Sq Feet		LOT 34 4793 Sq Feet
	LOT 35 6900 Sq Feet		LOT 35 4793 Sq Feet
	LOT 36 7464 Sq Feet		LOT 36 4793 Sq Feet
	LOT 37 7196 Sq Feet		LOT 37 4793 Sq Feet
	LOT 38 6320 Sq Feet		LOT 38 4793 Sq Feet
	LOT 39 6945 Sq Feet		LOT 39 4793 Sq Feet
	LOT 40 7080 Sq Feet		LOT 40 5476 Sq Feet
	LOT 41 9388 Sq Feet		
	LOT 42 9136 Sq Feet	BLOCK C:	LOT 1 5380 Sq Feet
	LOT 43 10572 Sq Feet		LOT 2 4751 Sq Feet
	LOT 44 9741 Sq Feet		LOT 3 4746 Sq Feet
	LOT 45 3724 Sq Feet		LOT 4 4618 Sq Feet
	LOT 46 4246 Sq Feet		LOT 5 4529 Sq Feet
	LOT 47 4879 Sq Feet		LOT 6 4400 Sq Feet
	LOT 48 5092 Sq Feet		LOT 7 4400 Sq Feet
	LOT 49 6305 Sq Feet		LOT 8 5365 Sq Feet
	LOT 50 5870 Sq Feet		LOT 9 5365 Sq Feet
	LOT 51 5013 Sq Feet		LOT 10 4400 Sq Feet
	LOT 52 4791 Sq Feet		LOT 11 4400 Sq Feet
	LOT 53 5222 Sq Feet		LOT 12 4400 Sq Feet
	LOT 54 5575 Sq Feet		LOT 13 4492 Sq Feet
	LOT 55 5565 Sq Feet		LOT 14 4898 Sq Feet
	LOT 56 5748 Sq Feet		LOT 15 4897 Sq Feet
	LOT 57 5926 Sq Feet		LOT 16 5351 Sq Feet
	LOT 58 6096 Sq Feet		LOT 17 5411 Sq Feet
	LOT 59 6272 Sq Feet		
	LOT 60 7073 Sq Feet		
	LOT 61 5001 Sq Feet		
	LOT 62 5001 Sq Feet		
	LOT 63 5001 Sq Feet		
	LOT 64 5001 Sq Feet		
	LOT 65 5001 Sq Feet		
	LOT 66 5010 Sq Feet		
	LOT 67 5818 Sq Feet		
	LOT 68 6401 Sq Feet		
	LOT 69 10092 Sq Feet		
	LOT 70 11292 Sq Feet		
	LOT 71 10729 Sq Feet		

FINAL SUBDIVISION PLAT: SUNSET OAKS SECTION ONE, PHASE ONE HAYS COUNTY, TEXAS

OWNERS' ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT AQUA TEXAS, INC., AS OWNER OF A 1.617 ACRE REMAINDER OF THAT 1.791 ACRES DESCRIBED IN DOCUMENT NUMBER 19042396, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, K MARCOS, LLC, AS OWNER OF A 0.375 ACRE PORTION OF THAT 1.223 ACRES DESCRIBED IN DOCUMENT NUMBER 20027620, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, PULTE HOMES OF TEXAS, L.P., AS OWNER OF 27.518 ACRES DESCRIBED IN DOCUMENT NUMBER 21020725 AND OWNER OF A 0.0656 ACRE PORTION OF SAID 1.791 ACRES, DESCRIBED IN DOCUMENT NUMBER 21050780, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND LGI HOMES-TEXAS, LLC, AS OWNER OF A 0.1083 ACRE PORTION OF SAID 1.791 ACRES, AS DESCRIBED IN DOCUMENT NUMBER 21050779, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND AGGREGATING A TOTAL OF 29.684 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, DO HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

SUNSET OAKS SECTION ONE, PHASE ONE,

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS'S; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS 22 DAY OF November, 2021

Cameron Alden
AQUA TEXAS, INC.
1106 CLAYTON LANE, STE. 400W
AUSTIN, TEXAS 78723

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Cameron Alden, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 22 DAY OF NOVEMBER, 2021

Lauren McIntyre French
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



January 16, 2025
MY COMMISSION EXPIRES ON:

WITNESS MY HAND THIS 17th DAY OF November, 2021

Joe Stafford
K MARCOS, LLC
JOE STAFFORD, MANAGER
3736 BEE CAVES ROAD, SUITE 1-122
WEST LAKE HILLS, TEXAS 78746

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JOE STAFFORD, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF November, 2021

Michelle Harpeth
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



February 14, 2022
MY COMMISSION EXPIRES ON:

WITNESS MY HAND THIS 23 DAY OF November, 2021

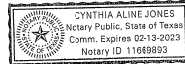
LGI Homes, Texas, LP
LGI HOMES, TEXAS, LP
1450 LAKE ROBBINS DR. # 430
THE WOODLANDS, TEXAS 77380

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Jay Byler, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 23 DAY OF November, 2021

Chimes
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



2/13/23
MY COMMISSION EXPIRES ON:

WITNESS MY HAND THIS 19 DAY OF November, 2021

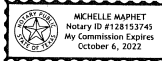
LGI Homes, Texas, LP
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD.
BLDG. I, STE 150
AUSTIN, TEXAS 78729

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Stephen Penelope, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF November, 2021

Michelle Harpeth
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



10/1/22
MY COMMISSION EXPIRES ON:

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 29.684 ACRES IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING AN AGGREGATE COMPRISED OF A 1.617 ACRE PORTION OF THAT 1.791 ACRES DESCRIBED IN THE GENERAL WARRANTY DEED TO AQUA TEXAS, INC., RECORDED IN DOCUMENT NUMBER 19042396, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT), BEING A 0.375 ACRE PORTION OF THAT 1.223 ACRES DESCRIBED IN THE SPECIAL WARRANTY DEED TO K MARCOS, LLC, RECORDED IN DOCUMENT NUMBER 20027620, OPRHCT, BEING ALL OF THAT 27.518 ACRES DESCRIBED IN THE SUBSTITUTE TRUSTEES DEED TO PULTE HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NUMBER 21030726, OPRHCT, BEING ALL OF THAT 0.0656 ACRE PORTION OF SAID 1.791 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO PULTE HOMES OF TEXAS, L.P., RECORDED IN DOCUMENT NUMBER 21050780, OPRHCT, AND BEING ALL OF THAT 0.1083 ACRE PORTION OF SAID 1.791 ACRE TRACT, DESCRIBED IN THE GENERAL WARRANTY DEED TO LGI HOMES-TEXAS, LLC, RECORDED IN DOCUMENT NUMBER 21050779, OPRHCT, AND ALL SEVERED FROM THAT 312.906 (NET) ACRE TRACT DESCRIBED IN THE DEED TO K MARCOS, LLC, RECORDED IN DOCUMENT NUMBER 19042121, OPRHCT; SAID 29.684 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with Chaparral Cap set on the northwesterly right-of-way line of State Highway 21 (right-of-way width varies) for the northeast corner of that 13.218 acre tract described in the General Warranty Deed with Vendor's Lien to RFLJ2 Investments, LLC, recorded in Document Number 20014419, OPRHCT, and being the south corner of said 27.518 acre tract; and from which point a broken Texas Department of Transportation (TxDOT) Type 1 concrete highway monument found for the cut-back corner at the intersection of the northwesterly right-of-way line of said State Highway 21 at engineer's centerline station 242+00, 50 feet left, and the northwesterly right-of-way line of Yarrington Road (Co. Rd. 159 - right-of-way width varies), bears S59°53'33" W, 826.95 feet

THENCE with the common line of said 27.518 acre tract and said 13.218 acre tract, the following three (3) courses and distances:

1. North 30°07'41" West, 100.02 feet to a 1/2-inch rebar with Chaparral Cap set, for a point of curvature,
2. With a curve to the left, having a radius of 326.54 feet, a delta angle of 10°28'31", an arc length of 93.90 feet, and a chord which bears North 38°21'57" West, 93.57 feet to a 1/2-inch rebar with Chaparral Cap set, and
3. North 46°38'12" West, passing at a distance of 212.53 feet, a 1/2-inch rebar with Chaparral cap set for a north corner of said 13.218 acre tract and a southeast corner of that 31.693 acres described in the Trustee's Deed to K Marcos, LLC, recorded in Document Number 20032761, OPRHCT, and continuing with the southeast line of same for a total distance of 372.53 feet to a 1/2-inch rebar with Chaparral Cap set for the south corner of that 3.088 acres described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Document Number 21053393, OPRHCT, and being the southwest corner of said 27.518 acre tract.

THENCE with the east and north line of said 3.088 acre tract and the west line of said 27.518 acre tract, the following three (3) courses and distances:

1. North 43°23'47" East, 1029.73 feet to a 1/2-inch rebar with Chaparral Cap set, for point of curvature,
2. With a curve to the right, having a radius of 525.00 feet, a delta angle of 13°04'35", an arc length of 119.82 feet, and a chord which bears North 49°50'05" East, 119.56 feet to a 1/2-inch rebar with Chaparral Cap set, and
3. North 29°49'18" West, 123.23 feet to a 1/2-inch rebar with Chaparral Cap set for the northwest corner of said 3.088 acre tract and being on a northeast line of that 48.521 acre tract described in the Special Warranty Deed to LGI Homes - Texas, L.L.C. recorded in Document Number 20060399, OPRHCT.

THENCE with the northeast line of said 48.521 acre tract and the west line of said 27.518 acre tract, the following five (5) courses and distances:

1. North 46°36'08" East, 46.97 feet to a 1/2-inch rebar with Chaparral Cap set,
2. North 87°35'59" East, 56.19 feet to a 1/2-inch rebar with Chaparral Cap set,
3. North 07°52'28" East, 51.19 feet to a 1/2-inch rebar with Chaparral Cap set,
4. North 25°03'51" East, 103.15 feet to a 1/2-inch rebar with Chaparral Cap set for angle point on the south line of said 1.79 acre tract, being a northwest corner of said 27.518 acre tract, the southeast corner of said 0.1083 acre tract, and the southwest corner of said 0.0656 acre tract, and
5. North 47°35'17" West, leaving the north line of said 27.518 acre tract, and with the south line of said 1.79 acre tract and said 0.1083 acre tract, 157.17 feet to a 1/2-inch rebar with Chaparral Cap set for the southwest corner of same, also being a northeast corner of said 48.521 acre tract, a northerly southeast corner of that 1.223 acres described in the Special Warranty Deed to K Marcos, LLC, recorded in Document Number 20027620, OPRHCT.

THENCE departing the north line of said 48.521 acre tract, and continuing with the north line of said 1.223 acre tract and the south line of said 1.79 acre tract, the following six (6) courses and distances:

1. North 64°56'11" West, 236.14 feet to a 1/2-inch rebar with Chaparral cap set,
2. South 43°23'47" West, 63.22 feet to a 1/2-inch rebar with Chaparral cap set, for a point of curvature,
3. With a curve to the left, having a radius of 60.00 feet, a delta angle of 28°57'18", an arc length of 30.33 feet, and a chord which bears North 46°36'13" West, 30.00 feet to a 1/2-inch rebar with Chaparral Cap set,
4. North 43°23'47" East, 53.28 feet to a 1/2-inch rebar with Chaparral cap set,
5. North 64°56'11" West, 72.77 feet to a 1/2-inch rebar with Chaparral cap set, and
6. North 20°24'58" West, 27.39 feet to a calculated point for a southwest corner of said 1.79 acre tract and a reentrant corner of said 1.223 acre tract.

THENCE North 64°56'11" West, crossing said 1.223 acre tract, 100.01 feet to a 1/2-inch rebar with Chaparral Cap set on the west of same and being on a northeast line of said 48.521 acre tract.

THENCE North 25°03'49" East, with the west line of said 1.223 acre tract and a northeast line of said 46.62 acre tract, 163.89 feet to a 1/2-inch rebar with Chaparral Cap set for a common north corner of same.

THENCE South 64°19'23" E, passing at a distance of 100.02 feet, a 1/2-inch rebar with Chaparral Cap set for the most northeast corner of said 1.223 acre tract and being the northwest corner of said 1.79 acre tract, and continuing with the north line of same for a total distance of 27.65 feet to a 1/2-inch rebar with Chaparral Cap set.

THENCE South 77°17'05" East, with the north line of said 1.79 acre tract, 192.89 feet to a 1/2-inch rebar with Chaparral Cap set for the northeast corner of same and being the most northerly corner of said 27.518 acre tract.

THENCE with the northeast line of said 27.518 acre tract, the following four (4) courses and distances:

1. South 49°31'36" East, 316.49 feet to a 1/2-inch rebar with Chaparral Cap set,
2. South 25°56'29" East, 463.10 feet to a 1/2-inch rebar with Chaparral Cap set,
3. South 35°39'37" East, 77.01 feet to a 1/2-inch rebar with Chaparral Cap set, and
4. South 17°11'11" East, 471.01 feet to a 1/2-inch rebar with Chaparral Cap found on the northwesterly right-of-way line of said State Highway 21 for the most easterly corner of said 24.518 acre tract.

THENCE with the northwesterly right-of-way line of said State Highway 21 and the southeasterly line of said 27.518 acre tract, the following three (3) courses and distances:

1. South 59°52'25" West, 82.36 feet to a type one concrete highway monument found at engineer's centerline station 259+00, 100 feet left,
2. South 33°13'35" West, 112.00 feet to a 1/2-inch rebar with 4069" cap found at engineer's centerline station 259+00, 50 feet left, and
3. South 59°53'33" West, 1123.99 feet to the point of beginning, containing 29.684 acres of land, more or less.

PROJECT NO.:
1-434-001
DRAWING NO.:
1-434-001-PL S1P1
PLOT DATE:
11/15/2021
PLOT SCALE:
1" = 100'
DRAWN BY:
PMC/MLT/BDN/RGH
SHEET
3 OF 4

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

FINAL SUBDIVISION PLAT: SUNSET OAKS SECTION ONE, PHASE ONE HAYS COUNTY, TEXAS

HAYS COUNTY
CERTIFICATE OF APPROVAL:

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

[Signature] 12-3-2021
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY DEVELOPMENT SERVICES APPROVAL BLOCK:

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 GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE 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.

[Signature] 12-3-2021
ERIC VAN GAASBECK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

[Signature] 12-3-2021
MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

SURVEYOR'S CERTIFICATION:

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

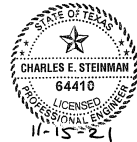
[Signature] 15 November 2021
BRYAN D. NEWSOME, R.P.L.S. NO. 5657
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
3500 MCCALL LANE
AUSTIN, TX 78744
(512) 443-1724
TBPLS FIRM NO. 10124500



ENGINEER'S CERTIFICATION:

I, CHARLES E. STEINMAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
CHARLES E. STEINMAN, P.E. NO. 64410
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS
CSF CIVIL GROUP, LLC
3636 EXECUTIVE CENTER DR., STE 209
AUSTIN, TEXAS 78731
(512) 614-4466
TBPE FIRM REGISTRATION NO. F-12377



CITY OF SAN MARCOS:
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE 9th DAY OF November 2021 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

[Signature] 12/7/21
DATE

C.I.P. ENGINEERING

[Signature] 12.6.21
DATE

DIRECTOR, PLANNING AND DEVELOPMENT SERVICES

[Signature] 12/10/21
DATE

RECORDING SECRETARY

[Signature] 12/13/21
DATE

CHAIRMAN
PLANNING AND ZONING COMMISSION

STATE OF TEXAS:
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21 DAY OF December A.D., 2021 AT 9:01 O'CLOCK AM M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. 21065500

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 21 DAY OF December A.D., 2021

[Signature]
ELAINE H. CARDENAS
COUNTY CLERK



PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL SIP
PLOT DATE:
11/15/2021
PLOT SCALE:
1" = 100'
DRAWN BY:
PMC/MLT/BDN/RGH
SHEET
4 OF 4

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

MAINTENANCE BOND

Bond No.: **204919W**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Thirty-two Thousand One Hundred Forty-seven And 05/100 (\$132,147.05) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Sunset Oaks Section 1 Phase 1

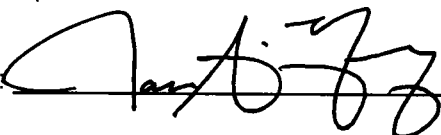
WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Sunset Oaks Section 1 Phase 1 – Street and Drainage Improvements

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

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


This 9th day of March, 2022.

JL Gray Construction, Inc.
Principal

By: 

Westfield Insurance Company
Surety

Seal

By: 
Jack Nottingham, Attorney-in-fact

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



General Power of Attorney

POWER NO. 4220012 14 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Handwritten signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Handwritten signature of David A. Kotnik]

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 9th day of March A.D., 2022



[Handwritten signature of Frank A. Carrino]

Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22036923 BOND
07/29/2022 09:04:43 AM Total Fees: \$0.00

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





Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on August 6, 2024, to establish No Dumping zones on Peaceful Valley Road as shown on the map provided. **INGALSBE/BORCHERDING**

Summary

In response to a request by the property-owners, there is a need to establish No Dumping zones on Peaceful Valley Road. (Please see map)

Attachments

Peaceful Valley Backup

Peaceful Valley Road
No Dumping zones



Goforth Road

Goforth Road

Peaceful Valley Road

NO
DUMPING

NO
DUMPING

Google Earth

Image © 2024 Airbus

Elisandro Leos Surveying



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the maintenance bond #204920Y in the amount of \$189,217.91, and acceptance of the roads into the County Road Maintenance System for Trails at Windy Hill subd., Phase 6 & Phase 7. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Alamo Vine Court (307 ft.), Elbow Bush Cove (468 ft.), Evergreen Sumac Loop (2,783 ft.), Globe Mallow Circle (1,159 ft.), Mount Pea Road (143 ft.), Windmill Palm Drive (148 ft.), Arroyo Sweetwood Circle (931 ft.), and Texas Palmetto Circle (1,040 ft.)

Attachments

Trails Phase 6 Plat

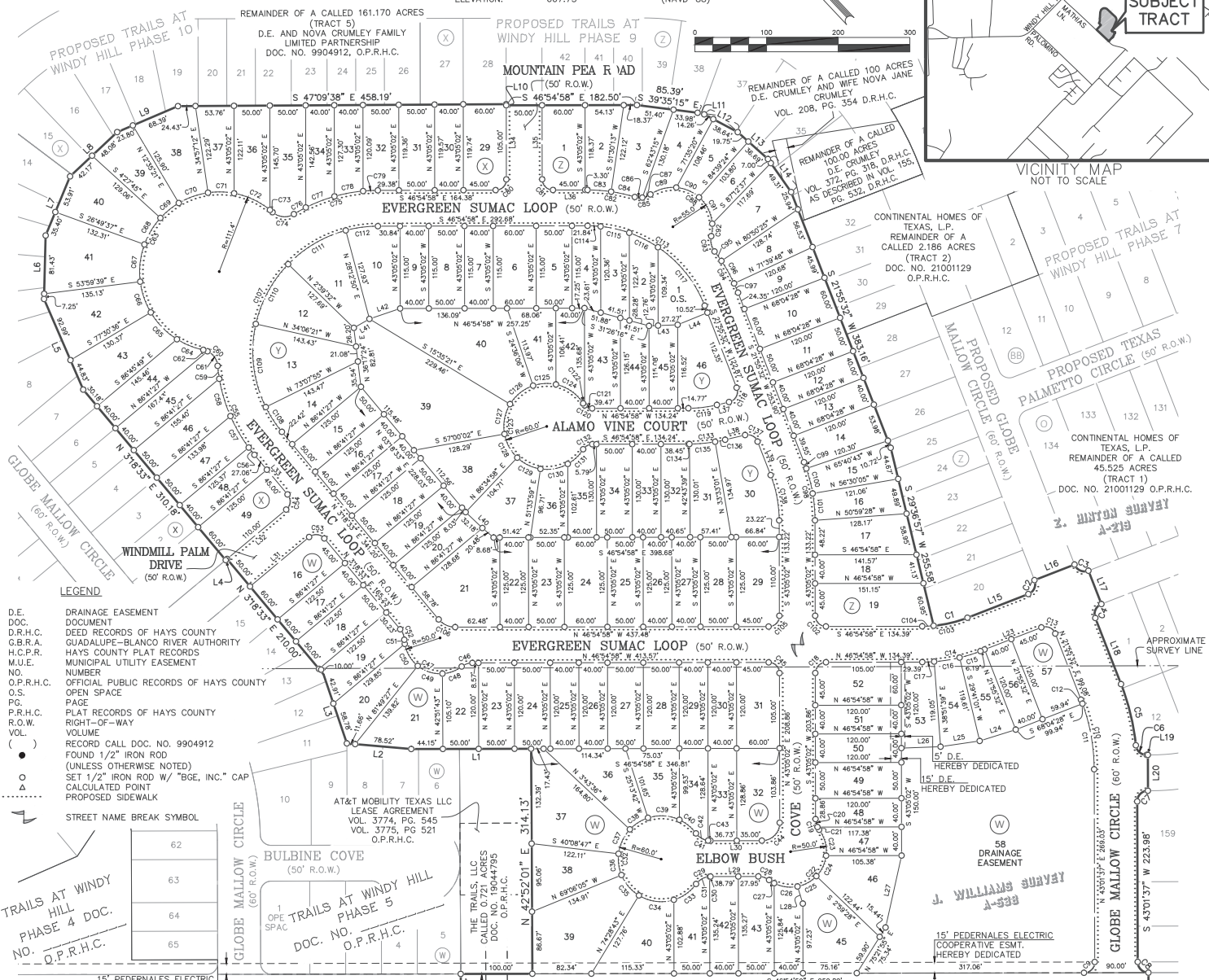
Trails Phase 7 Plat

Bond

BENCHMARKS:

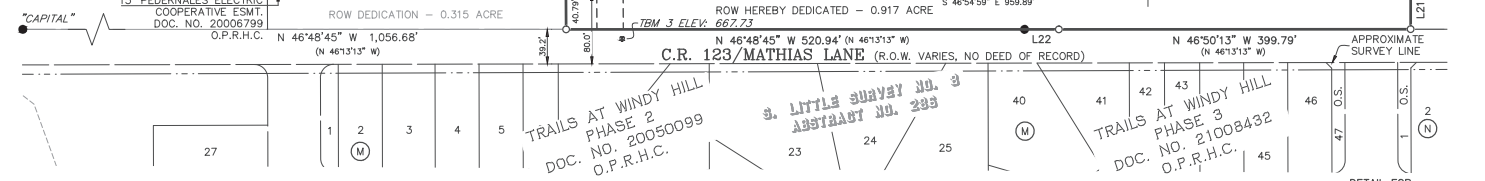
BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT ITS INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13925622.51
 GRID EASTING: 23445795.99
 ELEVATION: 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 SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.
 GRID NORTHING: 13924487.97
 GRID EASTING: 2348483.39
 ELEVATION: 667.73' (NAVD-88)



- LEGEND**
- D.E. DRAINAGE EASEMENT
 - DOC. DEED RECORDS OF HAYS COUNTY
 - D.R.H.C. GUADALUPE-BLANCO RIVER AUTHORITY
 - G.B.R.A. HAYS COUNTY PLAT RECORDS
 - H.C.P.R. MUNICIPAL UTILITY EASEMENT
 - M.U.E. MUNICIPAL UTILITY EASEMENT
 - N.O. NUMBER
 - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - O.S. OPEN SPACE
 - P.G. PAGE
 - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - () RECORD CALL DOC. NO. 9904912 FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - CALCULATED POINT
 - PROPOSED SIDEWALK
 - STREET NAME BREAK SYMBOL

TRAILS AT WINDY HILL PHASE 4 DOC. NO. O.P.R.H.C.	62
	63
	64
	65

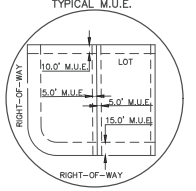


LAND USE SCHEDULE		
RESIDENTIAL	127	19,182 AC.
RIGHT-OF-WAY	-	6,204 AC.
OPEN SPACE	1	0,108 AC.
DRAINAGE EASEMENT	1	2,162 AC.
RIGHT-OF-WAY DEDICATION	-	0,917 AC.
TOTAL	129	28,573 AC.

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

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: _____



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

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

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" E	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" E	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" E	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	6,360
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'	41°3'23"	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"	N 88°05'02" E	98.99'
C23	38.33'	50.00'	43°55'28"	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'	287°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°09'39" E	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'	36°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'	31°7'45"	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'	73°16'55"	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 25°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'	73°16'55"	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'

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 REPLIED UPON AS A FINAL SURVEY DOCUMENT

_____, 5/19/2021
DATE

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



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:

- 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 ERRECTED 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 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.
- 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.
- 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 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 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

BENCHMARKS:

BENCHMARK #1 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN TRIUMPH ROAD AT IT'S INTERSECTION WITH WINDY HILL ROAD APPROXIMATELY 1,000 FEET SOUTHWEST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

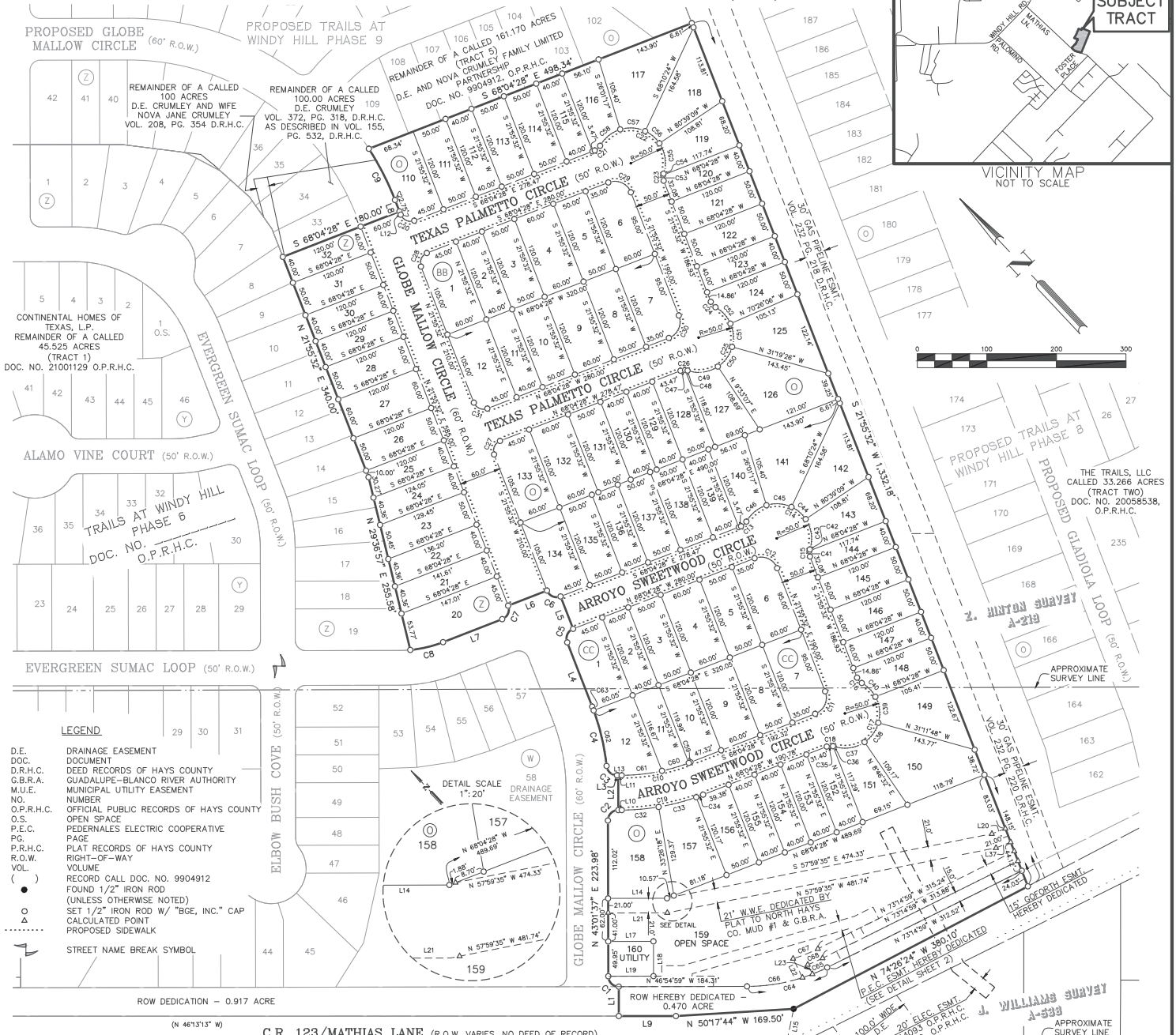
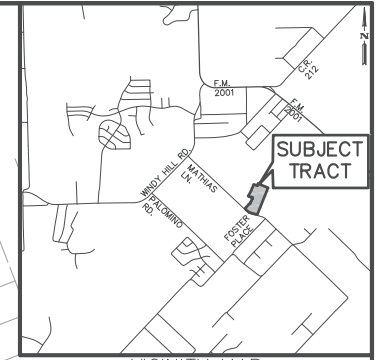
GRID NORTHING: 13925622.51
 GRID EASTING: 2345795.99
 ELEVATION: 663.93'

(NAVD-88)

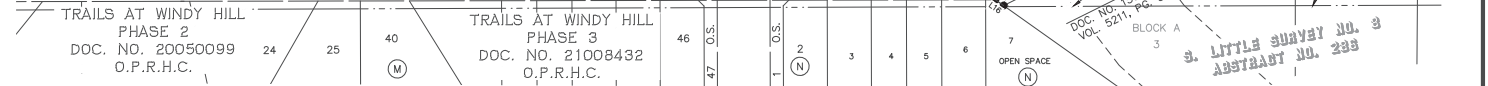
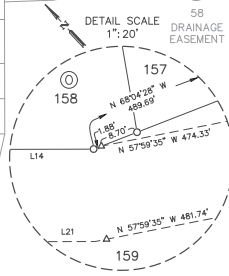
BENCHMARK #3 MAG NAIL W/BGE INC. SHINER SET AT THE INTERIOR CORNER OF A PAINTED CHEVRON IN DRIVEWAY THAT ABUTS THE NORTHEASTERLY END OF MATHIAS LANE FOR ACCESS TO A CELL TOWER, BEING APPROXIMATELY 2,650 FEET SOUTHEAST OF THE INTERSECTION OF WINDY HILL ROAD AND MATHIAS LANE.

GRID NORTHING: 13924487.97
 GRID EASTING: 2348483.39
 ELEVATION: 667.73'

(NAVD-88)



- LEGEND**
- D.E. DRAINAGE EASEMENT DOCUMENT
 - D.R.H.C. DEED RECORDS OF HAYS COUNTY
 - G.B.R.A. GUADALUPE-BLANCO RIVER AUTHORITY MUNICIPAL UTILITY EASEMENT
 - M.U.E. MUNICIPAL UTILITY EASEMENT
 - NO. NUMBER
 - O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 - O.S. OPEN SPACE
 - P.E.C. PEDERNALES ELECTRIC COOPERATIVE
 - PG. PAGE
 - P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 - R.O.W. RIGHT-OF-WAY
 - VOL. VOLUME
 - () RECORD CALL DOC. NO. 9904912
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/ "BGE, INC." CAP
 - △ CALCULATED POINT
 - PROPOSED SIDEWALK
 - STREET NAME BREAK SYMBOL



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 = 0.999999101

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

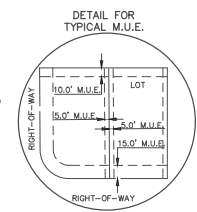
NUMBER AND ACREAGE BY LOT TYPE:
 RESIDENTIAL: 86 LOTS/12,586 ACRES
 OPEN SPACE: 1 LOT/2,075 ACRES
 UTILITY LOT: 1 LOT/0.075 ACRE
 RIGHT-OF-WAY: 3,206 ACRES
 RIGHT-OF-WAY DEDICATION: 1 LOT/0.470 ACRE

PLAT PREPARED: 07/31/2020

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
 PHONE: (512) 879-0441 FAX: _____

ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
 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. 101056020

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.55'	15.00'	89°56'36"	N 01°56'41" W	21.20'
C2	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C3	22.04'	15.00'	84°12'05"	N 04°52'21" W	20.11'
C4	88.14'	330.00'	15°18'10"	N 29°34'37" E	87.88'
C5	23.56'	15.00'	90°00'00"	N 66°55'32" E	21.21'
C6	23.56'	15.00'	90°00'00"	N 23°04'28" W	21.21'
C7	23.56'	15.00'	90°00'00"	S 66°55'32" W	21.21'
C8	48.64'	175.00'	15°55'29"	N 60°06'44" W	48.48'
C9	82.81'	410.00'	11°34'22"	N 16°08'21" E	82.67'
C10	101.28'	275.00'	21°06'05"	S 57°31'26" E	100.71'
C11	39.27'	25.00'	90°00'00"	N 66°55'32" E	35.36'
C12	39.27'	25.00'	90°00'00"	N 23°04'28" W	35.36'
C13	10.40'	15.00'	39°42'54"	S 87°55'56" E	10.19'
C14	147.86'	50.00'	169°25'49"	N 23°04'28" W	99.57'
C15	10.40'	15.00'	39°42'54"	S 41°46'59" W	10.19'
C16	10.40'	15.00'	39°42'54"	S 02°04'04" W	10.19'
C17	147.86'	50.00'	169°25'49"	N 66°55'32" E	99.57'
C18	10.40'	15.00'	39°42'55"	N 48°13'01" W	10.19'
C19	119.69'	325.00'	21°06'05"	S 57°31'26" E	119.02'
C20	23.56'	15.00'	90°00'00"	S 23°04'28" E	21.21'
C21	10.40'	15.00'	39°42'54"	S 87°55'56" E	10.19'
C22	147.86'	50.00'	169°25'49"	S 23°04'28" E	99.57'
C23	10.40'	15.00'	39°42'54"	S 41°46'59" W	10.19'
C24	10.40'	15.00'	39°42'54"	S 02°04'04" W	10.19'
C25	147.86'	50.00'	169°25'49"	S 66°55'32" W	99.57'
C26	10.40'	15.00'	39°42'54"	N 48°13'01" W	10.19'
C27	23.56'	15.00'	90°00'00"	N 66°55'32" E	21.21'
C28	23.56'	15.00'	90°00'00"	N 66°55'32" E	21.21'
C29	39.27'	25.00'	90°00'00"	S 23°04'28" E	35.36'
C30	39.27'	25.00'	90°00'00"	S 66°55'32" W	35.36'
C31	23.56'	15.00'	90°00'00"	N 23°04'28" W	21.21'
C32	53.25'	325.00'	9°23'18"	S 51°40'02" E	53.19'
C33	55.82'	325.00'	9°50'24"	S 61°16'53" E	55.75'
C34	10.62'	325.00'	1°52'23"	S 67°08'17" E	10.62'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C35	9.15'	15.00'	34°57'43"	N 50°35'37" W	9.01'
C36	1.24'	15.00'	4°45'11"	N 30°44'09" W	1.24'
C37	46.13'	50.00'	52°51'54"	S 54°47'31" E	44.51'
C38	34.88'	50.00'	39°58'21"	N 78°47'22" E	34.18'
C39	38.59'	50.00'	44°13'09"	N 36°41'37" E	37.64'
C40	28.25'	50.00'	32°22'26"	N 01°36'10" W	27.88'
C41	8.35'	15.00'	31°52'48"	S 37°51'56" W	8.24'
C42	2.05'	15.00'	7°50'06"	S 57°43'23" W	2.05'
C43	45.63'	50.00'	52°17'36"	N 35°29'38" E	44.07'
C44	27.20'	50.00'	31°10'26"	N 06°14'23" W	26.87'
C45	36.78'	50.00'	42°09'07"	N 42°54'09" W	35.96'
C46	38.23'	50.00'	43°48'40"	N 85°53'03" W	37.31'
C47	6.76'	15.00'	25°49'11"	N 55°09'53" W	6.70'
C48	3.64'	15.00'	13°53'43"	N 35°18'25" W	3.63'
C49	45.46'	50.00'	52°05'20"	S 54°24'14" E	43.91'
C50	35.67'	50.00'	40°52'33"	N 79°06'50" E	34.92'
C51	34.13'	50.00'	39°06'40"	N 39°07'14" E	33.47'
C52	32.60'	50.00'	37°21'17"	N 00°53'16" E	32.02'
C53	8.35'	15.00'	31°52'48"	S 37°51'56" W	8.24'
C54	2.05'	15.00'	7°50'06"	S 57°43'23" W	2.05'
C55	45.63'	50.00'	52°17'36"	N 35°29'38" E	44.07'
C56	27.20'	50.00'	31°10'26"	N 06°14'23" W	26.87'
C57	36.78'	50.00'	42°09'07"	N 42°54'09" W	35.96'
C58	38.23'	50.00'	43°48'40"	N 85°53'03" W	37.31'
C59	2.68'	275.00'	0°33'34"	S 67°47'41" E	2.68'
C60	40.17'	275.00'	8°22'12"	S 63°19'48" E	40.14'
C61	58.42'	275.00'	12°10'19"	S 53°03'33" E	58.31'
C62	82.21'	330.00'	14°16'28"	N 30°05'27" E	82.00'
C63	5.92'	330.00'	1°01'42"	N 22°26'22" E	5.92'
C64	119.50'	260.00'	26°19'59"	S 60°04'59" E	118.45'
C65	23.25'	260.00'	5°07'21"	S 70°41'18" E	23.24'
C66	81.14'	260.00'	17°52'52"	S 55°51'25" E	80.81'
C67	38.39'	230.00'	9°33'50"	N 68°28'03" W	38.35'
C68	23.25'	245.00'	5°26'14"	S 70°31'52" E	23.24'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 43°09'47" E	42.32'
L2	N 43°01'37" E	50.00'
L3	N 46°58'23" W	1.77'
L4	N 21°55'32" E	99.08'
L5	N 21°55'32" E	50.00'
L6	N 68°04'28" W	60.00'
L7	N 68°04'28" W	91.19'
L8	N 21°55'32" E	17.75'
L9	N 46°50'13" W	82.19'
L10	N 46°58'23" W	5.00'
L11	S 46°58'23" E	5.00'
L12	S 21°55'32" W	5.00'
L13	N 46°58'23" W	6.77'
L14	N 68°04'28" W	84.70'
L15	S 54°59'31" W	48.60'
L16	N 11°26'33" W	11.35'
L17	S 46°57'55" E	65.04'
L18	S 43°04'40" W	50.00'
L19	N 46°58'02" W	65.00'
L20	S 68°04'28" W	20.80'
L21	N 46°58'23" W	85.01'
L22	S 16°45'01" W	30.37'
L23	S 16°45'01" W	15.06'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L24	N 43°05'01" E	15.00'
L25	S 46°54'59" E	29.55'
L26	S 73°14'59" E	30.03'
L27	S 16°45'01" W	18.51'
L28	N 73°14'59" W	29.35'
L29	S 14°38'02" W	15.01'
L30	S 21°55'32" W	15.06'
L31	N 14°38'02" E	15.01'
L32	S 73°14'59" E	31.65'
L33	N 14°38'02" E	20.95'
L34	S 47°43'55" W	3.46'
L35	S 46°54'59" E	31.86'
L36	S 47°43'55" W	15.05'
L37	S 68°04'28" E	22.66'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	BB	7,152
2	BB	4,800
3	BB	6,000
4	BB	7,200
5	BB	6,000
6	BB	7,066
7	BB	7,066
8	BB	6,000
9	BB	7,200
10	BB	6,000
11	BB	4,800
12	BB	7,152

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	CC	7,152
2	CC	4,800
3	CC	6,000
4	CC	7,200
5	CC	6,000
6	CC	7,066
7	CC	7,066
8	CC	6,000
9	CC	7,200
10	CC	6,000
11	CC	4,753
12	CC	7,097

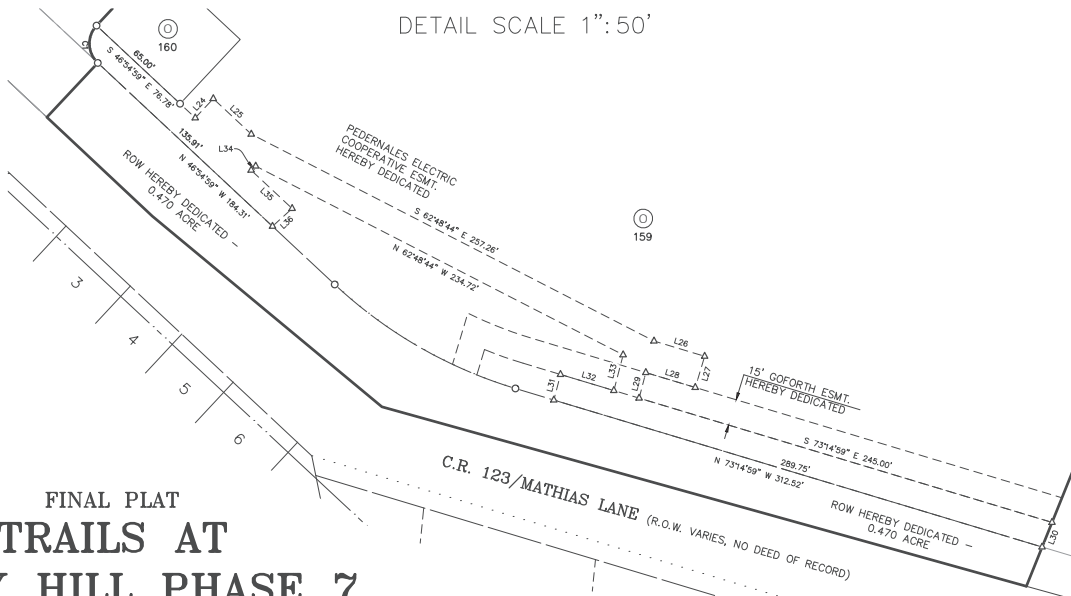
LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
20	Z	8,905
21	Z	5,772
22	Z	5,556
23	Z	6,641
24	Z	5,070
25	Z	4,861
26	Z	6,000
27	Z	7,200
28	Z	6,000
29	Z	4,800
30	Z	4,800
31	Z	6,000
32	Z	4,800

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
110	O	7,379
111	O	6,000
112	O	4,800
113	O	6,000
114	O	6,000
115	O	4,800
116	O	5,798
117	O	10,745
118	O	8,140
119	O	6,072
120	O	4,794
121	O	6,000
122	O	6,000

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
123	O	4,800
124	O	5,950
125	O	8,612
126	O	11,528
127	O	6,195
128	O	5,997
129	O	4,800
130	O	4,800
131	O	6,000
132	O	7,200
133	O	7,152
134	O	7,152
135	O	6,000

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
136	O	4,800
137	O	6,000
138	O	6,000
139	O	4,800
140	O	5,798
141	O	10,745
142	O	8,140
143	O	6,072
144	O	4,794
145	O	6,000
146	O	6,000
147	O	4,800
148	O	5,722

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
149	O	8,879
150	O	11,335
151	O	6,106
152	O	4,793
153	O	4,800
154	O	4,800
155	O	4,800
156	O	6,001
157	O	8,427
158	O	10,740
159	O	90,383
160	O	3,249



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 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 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

5/19/2021
DATE



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

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 COUNTY 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

MAINTENANCE BOND

Bond No.: **204920Y**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Eighty-six Thousand Two Hundred Seventeen And 91/100 (\$186,217.91) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Trails at Windy Hill Phase 6 & 7

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Trails at Windy Hill Phase 6 & 7 - Erosion & Sedimentation, Clearing & Excavation Improvements, Paving

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

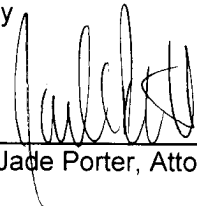
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

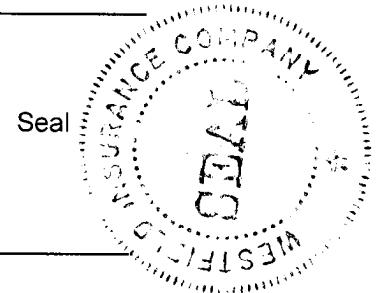
This 23rd day of March, 2022.

JL Gray Construction, Inc.
Principal

By: 

Westfield Insurance Company
Surety

By: 
Jade Porter, Attorney-in-fact



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

General Power of Attorney

POWER NO. 4220012 14 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

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

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

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

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

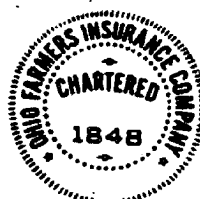
"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of March A.D., 2022



Frank A. Carrino Secretary Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22058327 BOND
12/28/2022 04:36:26 PM Total Fees: \$0.00

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





Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to accept the Performance Bond No. CNB-43741-00 in the amount of \$2,988,902.88 for street and drainage improvements in the Sanctuary Dripping Springs, Lots 1-56, Final Plat. **SMITH/BORCHERDING**

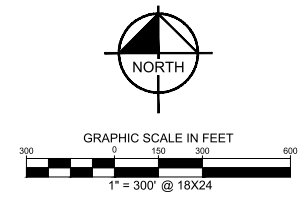
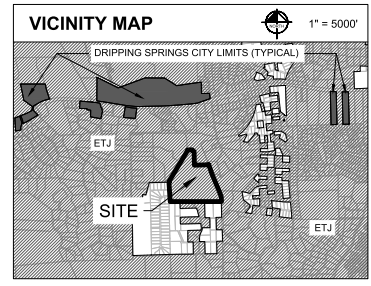
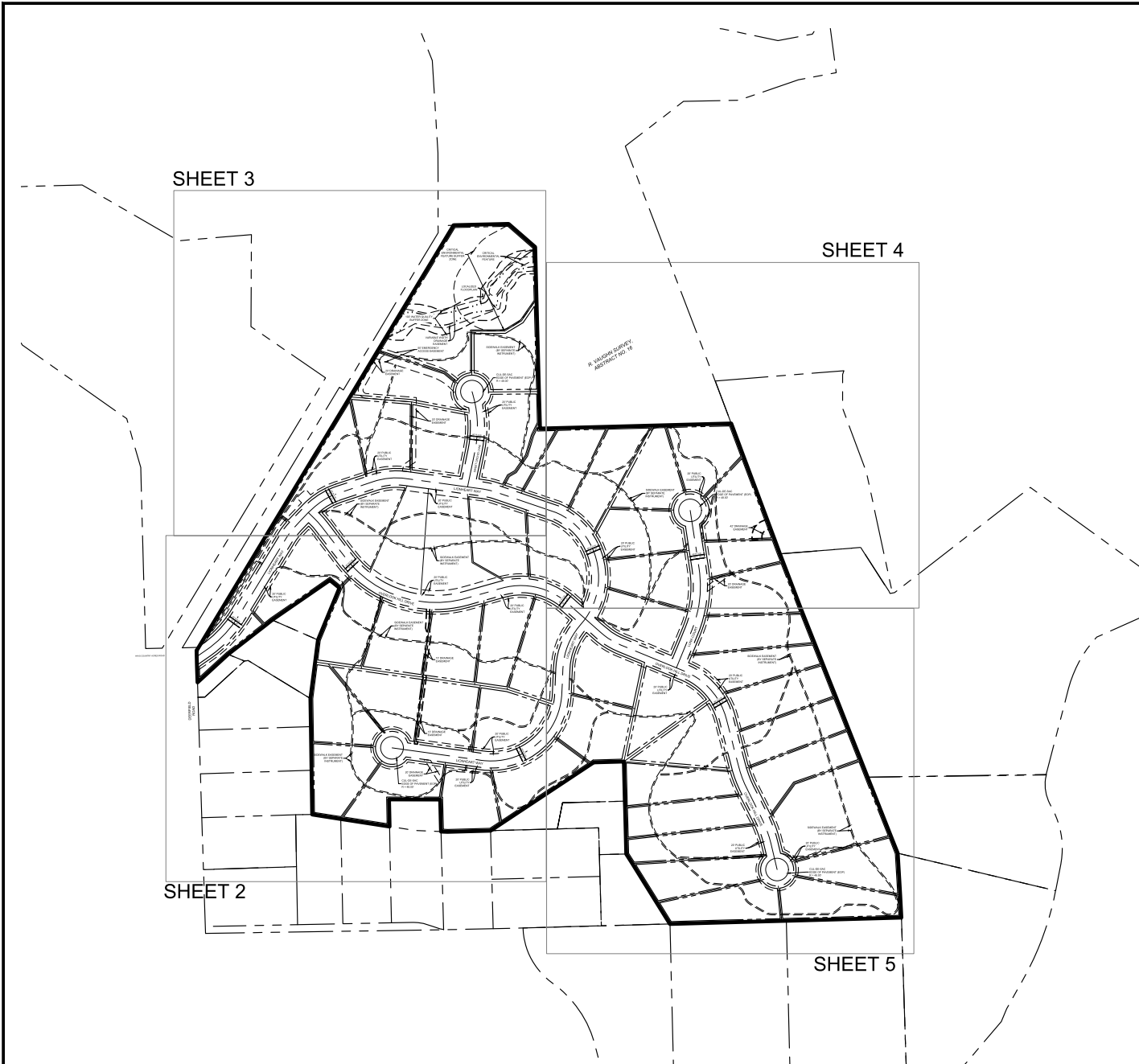
Summary

The final plat for the Sanctuary Dripping Springs, Lots 1-56 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.

Attachments

Plat

Performance Bond



LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

OWNER/DEVELOPER:
 Sanctuary Dripping Springs, LLC
 651 N. Broad St., Suite 201
 Middleton, Delaware 19709
 Phone:
 Contact: Justin Kathan

ENGINEER/APPLICANT:
 Kimley-Horn and Associates, Inc.
 5301 Southwest Parkway, BLDG 2
 Suite 100
 Austin, Texas 78735
 Phone: 512-518-6529
 Contact : Natalia Garau, P.E.
 Contact : Lexie England, P.E.

SURVEYOR:
 Kimley-Horn and Associates, Inc.
 400 N. Oklahoma Dr., Suite 105
 Celina, Texas 75009
 Phone: 469-501-2200
 Contact : Daniel Arthur R.P.L.S.

FINAL PLAT
SANCTUARY DRIPPING SPRINGS
 FORMERLY KNOWN AS SERENITY HILLS
 LOTS 1-56
 WITHIN THE
 R. VAUGHN SURVEY, ABSTRACT NO. 16
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

Kimley»Horn

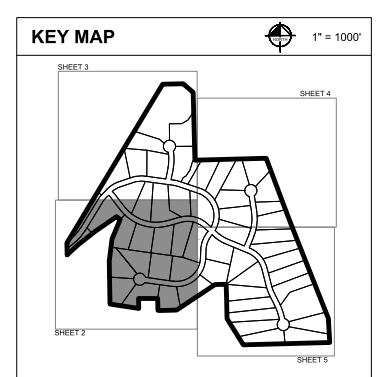
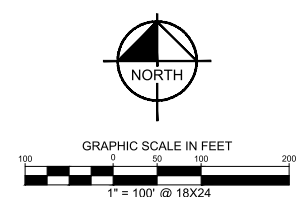
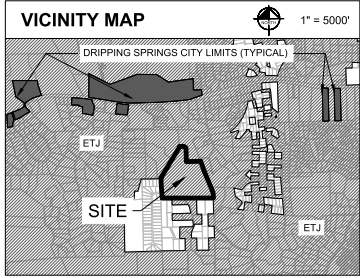
400 North Oklahoma Dr., Suite 105 FIRM # 10194503 Celina, Texas 75009 Tel. No. (469) 501-2200 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	SPA/MJS	MJS	7/9/2024	069424100	1 OF 7

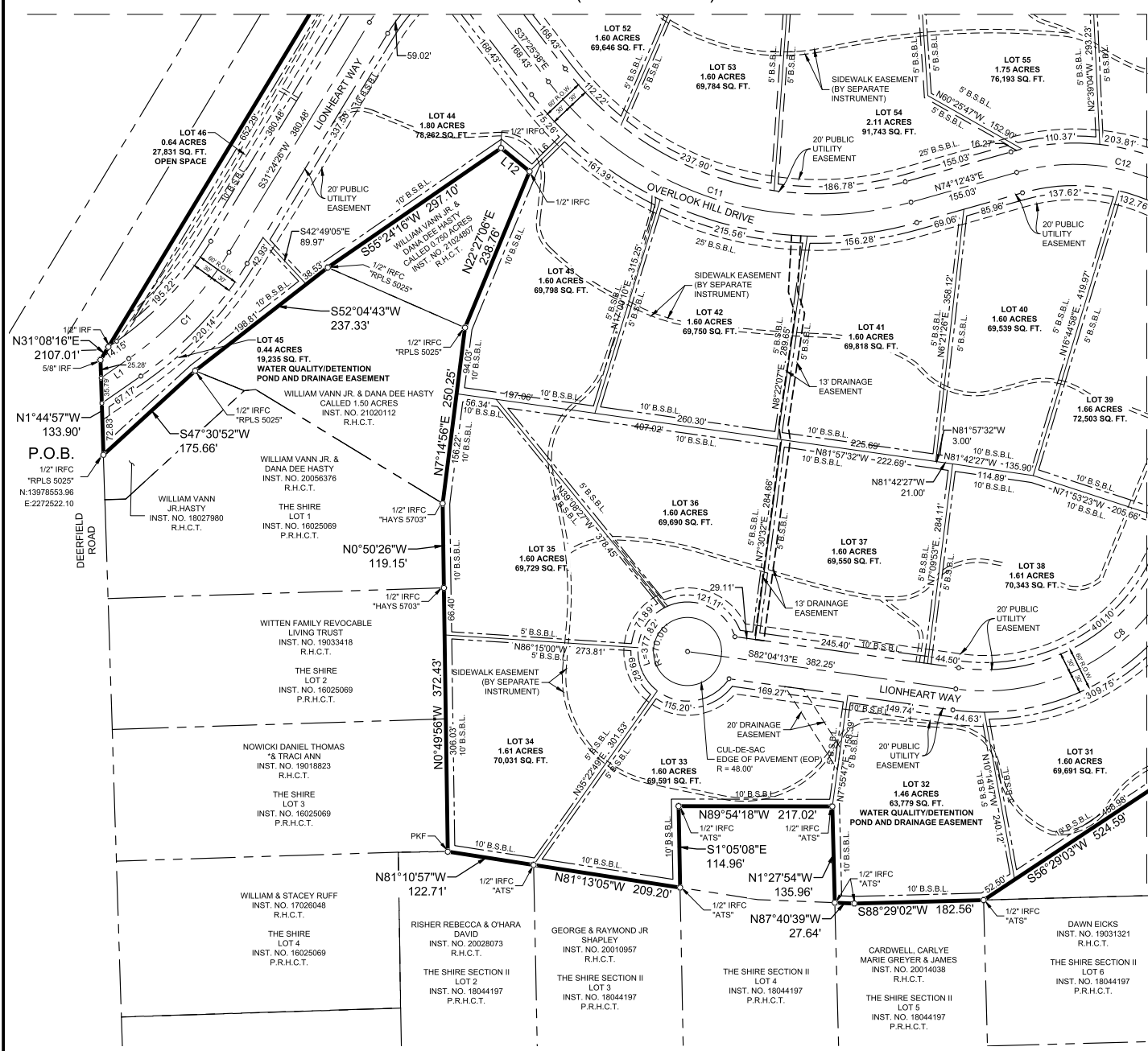
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MATCH LINE (SEE SHEET 3)



MATCH LINE (SEE SHEET 5)



FINAL PLAT
SANCTUARY DRIPPING SPRINGS
 FORMERLY KNOWN AS SERENITY HILLS
 LOTS 1-56
 WITHIN THE
 R. VAUGHN SURVEY, ABSTRACT NO. 16
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

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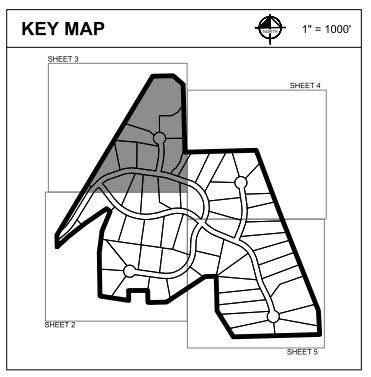
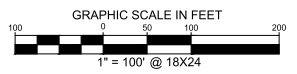
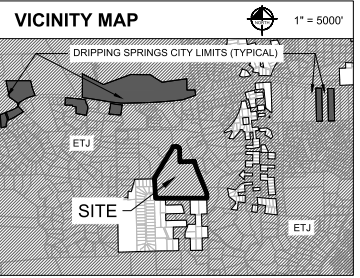
ENGINEER/APPLICANT:
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Kimley»Horn

400 North Oklahoma Dr., Suite 105 Celina, Texas 75009	FIRM # 10194503	Tel. No. (469) 501-2200 www.kimley-horn.com
Scale 1" = 100'	Drawn by SPA/MJS	Checked by MJS
Date 7/9/2024	Project No. 069424100	Sheet No. 2 OF 7

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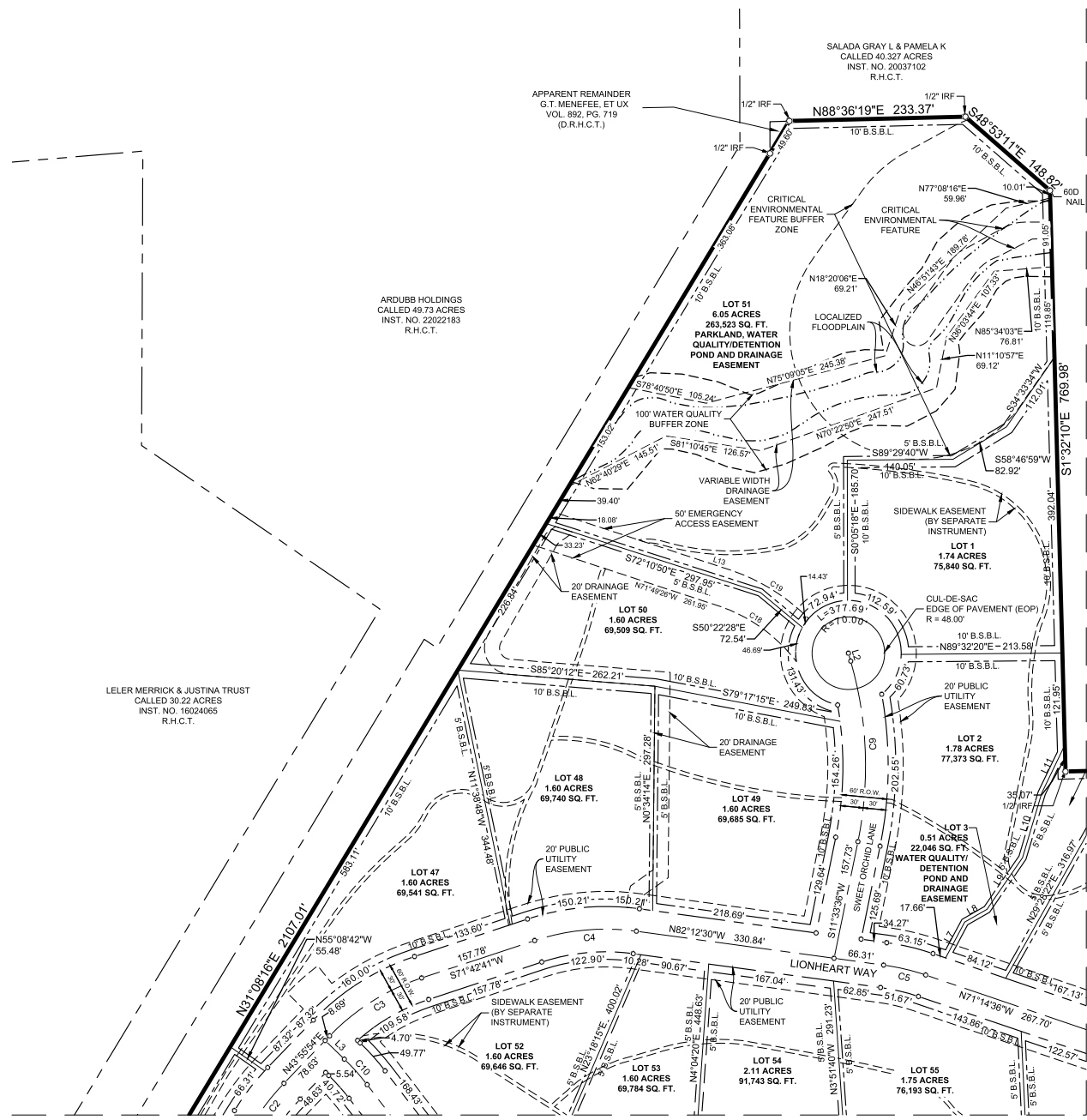
FINAL PLAT
SANCTUARY DRIPPING SPRINGS
 FORMERLY KNOWN AS SERENITY HILLS
 LOTS 1-56
 WITHIN THE
 R. VAUGHN SURVEY, ABSTRACT NO. 16
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105
 Celina, Texas 75009
 FIRM # 10194503
 Tel. No. (469) 501-2200
 www.kimley-horn.com

Scale 1" = 100'	Drawn by SPA/MJS	Checked by MJS	Date 7/9/2024	Project No. 069424100	Sheet No. 3 OF 7
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MATCH LINE (SEE SHEET 4)



MATCH LINE (SEE SHEET 2)

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

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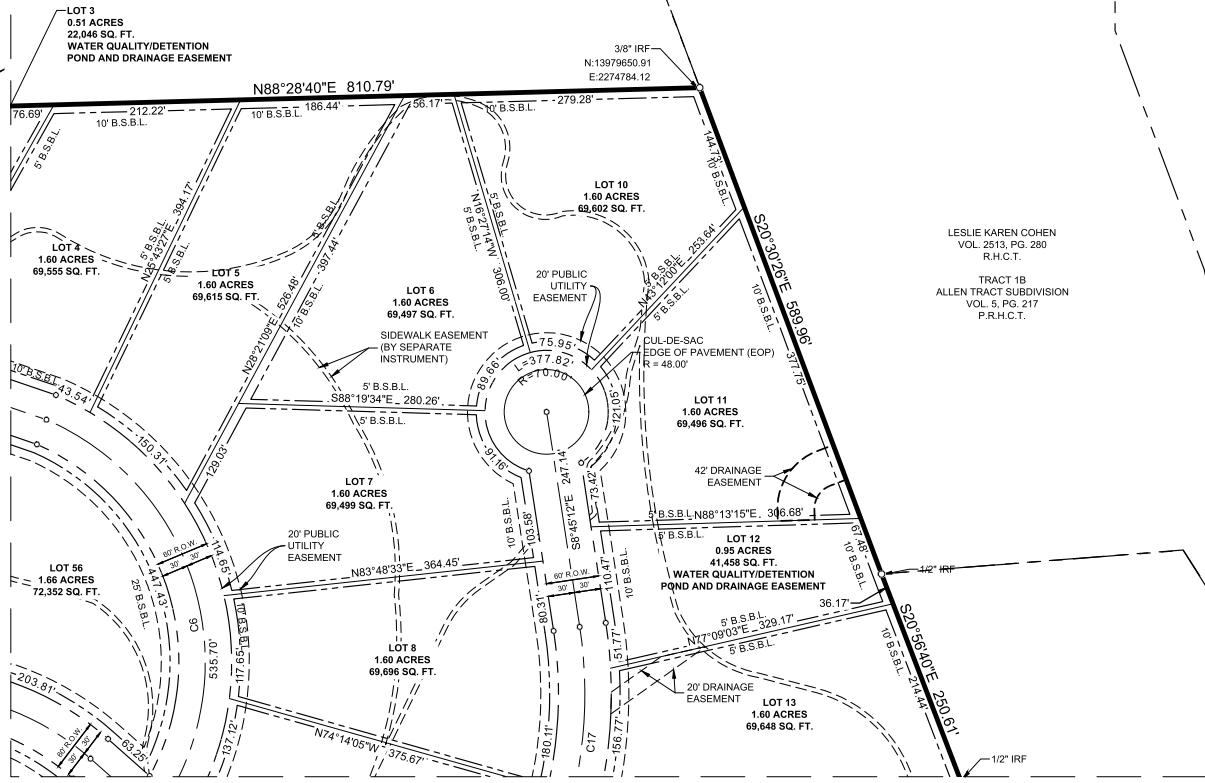
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SALADA GRAY L & PAMELA K
CALLED 40.327 ACRES
INST. NO. 20037102
R.H.C.T.

R. VAUGHN SURVEY,
ABSTRACT NO. 16

MATCH LINE (SEE SHEET 3)



MATCH LINE (SEE SHEET 5)

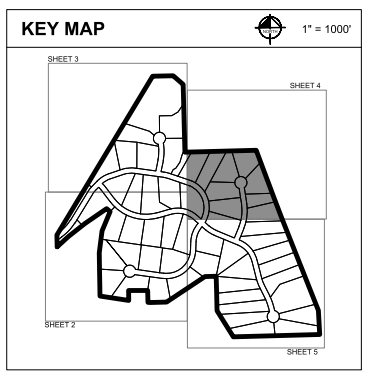
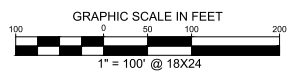
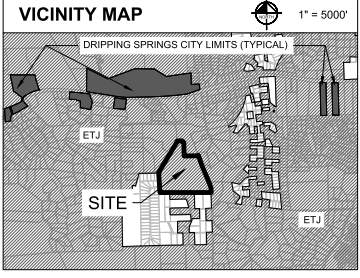
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FINAL PLAT
SANCTUARY DRIPPING SPRINGS
FORMERLY KNOWN AS SERENITY HILLS
LOTS 1-56
WITHIN THE
R. VAUGHN SURVEY, ABSTRACT NO. 16
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

Kimley»Horn

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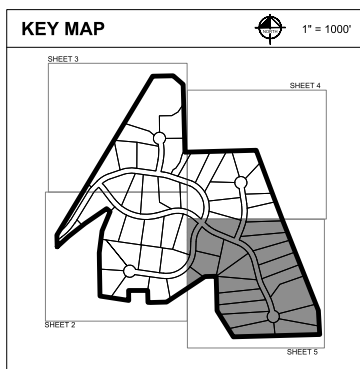
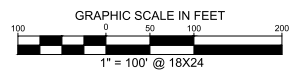
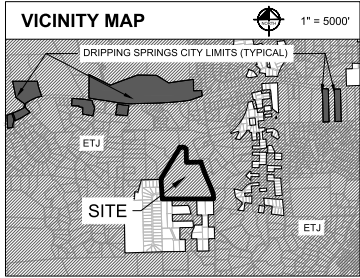
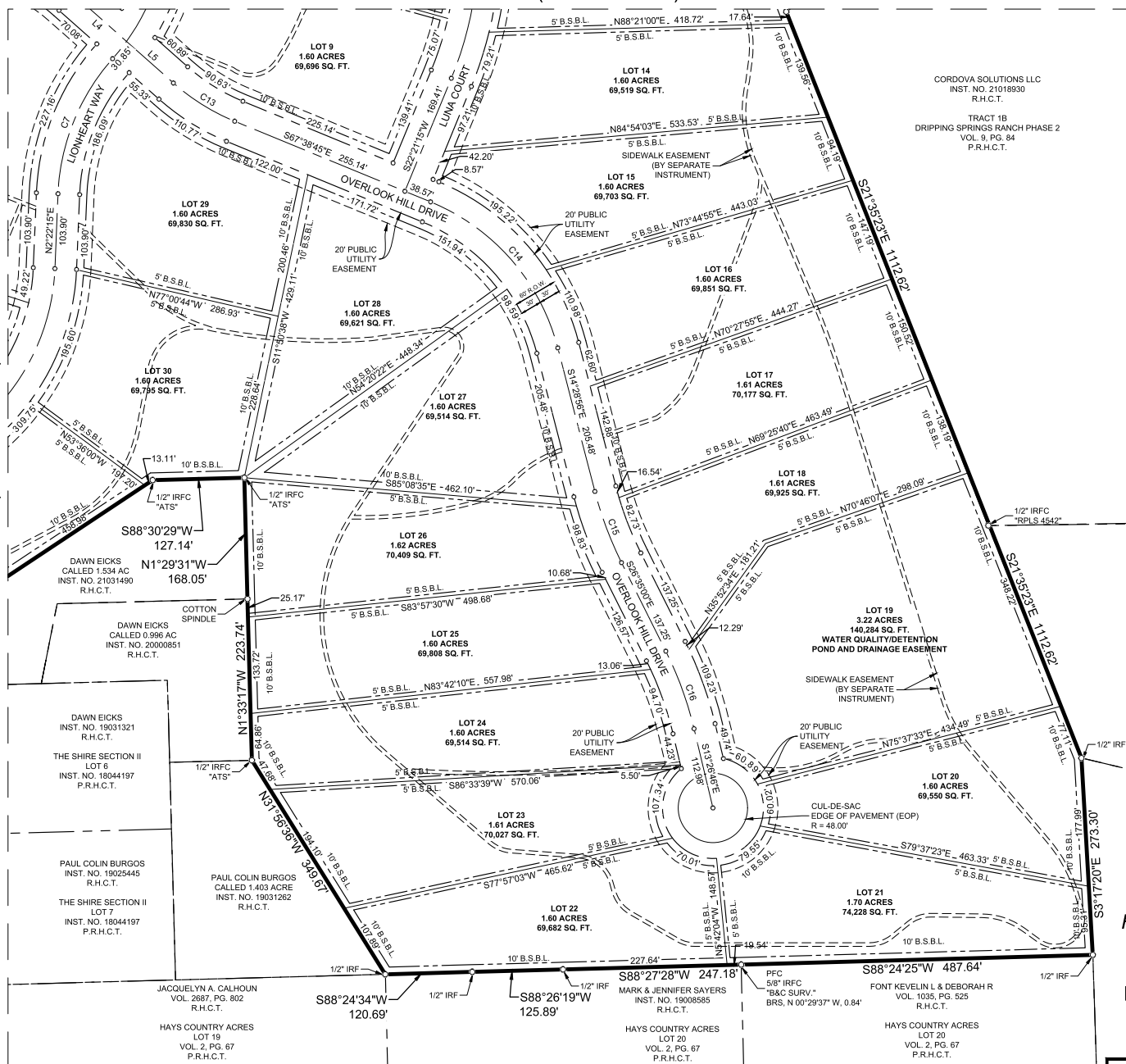
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MATCH LINE (SEE SHEET 4)

MATCH LINE (SEE SHEET 2)



FINAL PLAT
SANCTUARY DRIPPING SPRINGS
 FORMERLY KNOWN AS SERENITY HILLS
 LOTS 1-56
 WITHIN THE
 R. VAUGHN SURVEY, ABSTRACT NO. 16
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	LOT LINE
	ADJOINER LINE
	BUILDING SETBACK
	ROADWAY CENTERLINE

OWNER/DEVELOPER:
 Sanctuary Dripping Springs, LLC
 651 N. Broad St., Suite 201
 Middleton, Delaware 19709
 Phone:
 Contact: Justin Kathan

ENGINEER/APPLICANT:
 Kimley-Horn and Associates, Inc.
 5301 Southwest Parkway, BLDG 2
 Suite 100
 Austin, Texas 78735
 Phone: 512-518-6529
 Contact: Natalia Garau, P.E.
 Contact: Lexie England, P.E.

SURVEYOR:
 Kimley-Horn and Associates, Inc.
 400 N. Oklahoma Dr., Suite 105
 Celina, Texas 75009
 Phone: 469-501-2200
 Contact: Daniel Arthur R.P.L.S.

Kimley»Horn

400 North Oklahoma Dr., Suite 105
 Celina, Texas 75009
 FIRM # 10194503
 Tel. No. (469) 501-2200
 www.kimley-horn.com

Scale 1" = 100'	Drawn by SPA/MJS	Checked by MJS	Date 7/9/2024	Project No. 069424100	Sheet No. 5 OF 7
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D:\PROJECTS\2024\07\09\20240709_SANCTUARY_DRIPPING_SPRINGS_FINAL_PLAT.DWG PLOTTED BY: SWAYNE, MICHAEL, 7/12/2024 12:12 PM, LAST SAVED: 7/12/2024 4:55 AM

NOTES:

- All corners are 5/8-inch iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
 - All bearings shown are based on grid north of the Texas Coordinate System of 1983, South Central Zone (4204), North American Datum of 1983. All dimensions shown are grid distances.
 - All OPEN SPACE lots are to be owned and maintained by the Homeowner's Association.
 - According to Community Panel No. 48209C0120F, dated September 2, 2005 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Hays County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, a this property is within Zone X, areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
 - No portion of this property lies in the Edwards Aquifer Recharge Zone. This property lies entirely in the Edwards Aquifer Contributing Zone.
 - This subdivision is located in the following districts:
 - Dripping Springs Independent School District
 - Emergency Service Districts 1 & 6
 - Hays Trinity Groundwater Conservation District
 - No construction or other development within this subdivision may begin until all Hays County development authorization requirements have been satisfied.
 - Only Lots 1.5 Acres and greater qualify for the installation of standard onsite sewage facilities. Lots under one acre are not large enough for onsite sewage facilities. Lots smaller than 1.5 acres require advanced OSSF.
 - No structure in this subdivision shall be occupied until connected to an individual water system or state-approved community water system. Due to declining water supply, prospective owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and, in some areas, may offer the best renewable water source.
 - No structure in this subdivision shall be occupied until connected to a permitted sewer system or to an on-site sewage facility that has been approved and permitted by Hays County.
 - Post-construction stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
 - Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
 - All roadways shall be designed and constructed in accordance with applicable Hays County standards.
 - All culverts, when required shall comply with the current Hays County standard.
 - Hays County is not responsible for sidewalk maintenance. A fully executed license agreement must be in-place prior to construction of sidewalks within Hays County ROW.
 - Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utility and building permits.
 - Lot Summary:
 - 5 LOTS < 1.0 ACRES
 - 48 LOTS 1.0 - 2.0 ACRES
 - 2 LOTS 2.0 - 5.0 ACRES
 - 1 LOTS 5.0 - 10.0 ACRES
- Average Lot Size: 1.65 ACRES
- Lot Designation:
- 49 Single Family Residential Lots
 - 5 Water Quality/Detention Pond and Drainage Easement Lots
 - 1 Parkland Water Quality/Detention Pond and Drainage Easement Lot
 - 1 Open Space Lot
- Utilities provided by:

ELECTRIC UTILITY PROVIDER:

 (Company) PEDERNALES ELECTRIC COOPERATIVE
 (Name and Title) _____
 (Date) _____

WASTEWATER UTILITY PROVIDER:

 (Company) OSSF

WATER UTILITY PROVIDER:

 (Company) Rainwater Harvesting and Fire Tank
- Mailboxes placed within the ROW shall be of an approved TXDOT or FHWA Design.
 - Driveways shall comply with Chapter 721 of Hays County Development Regulations, and be permitted through the transportation department of Hays County under Chapter 751.
 - Right of Way Acreage: 11.23 acres.
 - All roadways will be publicly dedicated.
 - Lot 51 will be maintained by the Home Owner's Association.
 - Stormwater detention and water quality ponds will be operated and maintained by the Home Owner's Association.

PROPERTY DESCRIPTION

104.332 ACRES

BEING a tract of land situated in the R. Vaughn Survey, Abstract No. 16, Hays County, Texas and being all of that tract of land conveyed to Serenity Hills Partners, LLC., according to the document filed of record in Document No. 22032944 Records of Hays County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found with cap stamped "RPLS 5025" in the east line of Deerfield Road a public right-of-way, for the southernmost northwest corner of that tract of land conveyed to William Vann Jr. Hasty, according to the document filed of record in Instrument No. 18027980 (R.H.C.T.);

THENCE North 01°44'57" West, along said right-of-way, a distance of 133.90 feet to a 5/8-inch iron rod found for corner in said right-of-way;

THENCE North 31°08'16" East, passing a 1/2-inch iron rod found at a distance of 17.80 feet for the most Southerly Southwest corner of a tract of land conveyed to Salada, Gray L and Pamela K, according to the document filed of record in Instrument No. 20037102 (R.H.C.T.), and continuing with a west line of said Salada tract for a total distance of 2,107.01 feet to a 1/2-inch iron rod found for corner;

THENCE North 88°36'19" East, with the northern most south line of said Salada tract, a distance of 233.37 feet to a 1/2-inch iron rod found for corner;

THENCE South 49°53'11" East, with the western most east line of said Salada tract, a distance of 148.82 feet to a 60D nail found for corner;

THENCE South 01°32'10" East, continuing with said line, a distance of 769.98 feet to a 1/2-inch iron rod found for corner;

THENCE North 88°28'40" East, with a southern line of said Salada tract, a distance of 810.79 feet to a 3/8-inch iron rod found for corner in the west line of that tract of land conveyed to Leslie Karen Cohen, according to the document filed of record in Volume 2513, Page 280 (R.H.C.T.);

THENCE South 20°30'26" East, with said west line, a distance of 589.96 feet to a 1/2-inch iron rod found for the southwest corner of said Tract 1B, same being the northwest corner of that tract of land conveyed to Cordova Solutions LLC., according to the document filed of record in Instrument No. 21018930 (R.H.C.T.);

THENCE South 20°56'40" East, with the west line of said Cordova Solutions tract, a distance of 250.61 feet to a point for corner;

THENCE South 21°35'23" East, continuing with said west line, passing at a distance of 1,112.62 feet to a 1/2-inch iron rod found with cap stamped "RPLS 4542" for the southwest corner of said Cordova Solutions tract, same being the northwest corner of that tract of land conveyed to Cordova Stephen A. Jr, according to the document filed of record in Instrument No.21007102 (R.H.C.T.) and continuing for a total of 1,112.62 feet to a 1/2-inch iron rod found for the southwest corner of said Cordova Stephen tract, same being the northwest corner of that tract of land conveyed to Wesley and Erin Lohec, according to the document filed of record in Instrument No. 22040620 (P.R.H.C.T.);

THENCE South 03°17'20" East, with the west line of said Lohec tract, a distance of 273.30 feet to a 1/2-inch iron rod found in said west line, for the northeast corner of that tract of land conveyed to Font Kevelin L and Deborah R, according to the document filed of record in Volume 1035, Page 525 (R.H.C.T.);

THENCE South 88°24'25" West, with the north line of said Font tract, a distance of 487.64 feet to a 5/8-inch iron rod found with cap stamped "B&C Surv." for the northwest corner of said Font tract, same being the northeast corner of that tract of land conveyed to Mark and Jennifer Sayers, according to the document filed of record in Instrument No. 19008585 (R.H.C.T.);

THENCE South 88°27'28" West, with the north line of said Sayers tract, a distance of 247.18 feet to a 1/2-inch iron rod found for corner;

THENCE South 88°26'19" West, continuing with said north line, a distance of 125.89 feet to a 1/2-inch iron rod found for corner;

THENCE South 88°24'34" West, continuing with said north line, a distance of 120.69 feet to a 1/2-inch iron rod found for the northwest corner of said Font tract, same being for the northeast corner of that tract of land conveyed to Jacquelyn A. Calhoun, according to the document filed of record in Volume 2687, Page 802 (R.H.C.T.), same being for the southeast corner of that tract of land conveyed to Paul Colin Burgos, according to the document filed of record in Instrument No. 19031262 (R.H.C.T.);

THENCE North 31°56'36" West, with the east line of said Calhoun tract, a distance of 349.67 feet to a 5/8-inch iron rod found with cap stamped "ATS" for the northeast corner of said Calhoun tract, same being for the southeast corner of a called 0.996-acre tract of land conveyed to Dawn Eicks, according to the document filed of record in Instrument No. 20000851 (R.H.C.T.);

THENCE North 01°33'17" West, with the west line of said 0.996-acre tract, a distance of 223.74 feet to a cotton spindle found for the northeast corner of said 0.996-acre tract, same being for the eastern most southeast corner of a called 1.534-acre tract of land conveyed to Dawn Eicks, according to the document filed of record in Instrument No. 21031490 (R.H.C.T.);

THENCE North 01°29'31" West, with the east line of said 1.534-acre tract, a distance of 168.05 feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE South 88°30'29" West, with the north line of said 1.534-acre tract, a distance of 127.14 feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE South 56°29'03" West, continuing with the northerly line of said 1.534-acre tract, a distance of 524.59 feet to a 5/8-inch iron rod found with cap stamped "ATS" for the northeast corner of that tract of land conveyed to Cardwell, Carlye Marie Greyer and James, according to the document filed of record in Instrument No. 20014038 (R.H.C.T.);

THENCE South 88°29'02" West, with the north line of said Cardwell tract, a distance of 182.56

feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE North 87°40'39" West, continuing with said north line, a distance of 27.64 feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE North 01°27'54" West, a distance of 135.96 feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE North 89°54'18" West, a distance of 217.02 feet to a 5/8-inch iron rod found with cap stamped "ATS" for corner;

THENCE South 01°05'08" East, a distance of 114.96 feet to a 1/2-inch iron rod found with cap stamped "ATS" for the northeast corner of that tract of land conveyed to George and Raymond Jr Shapley, according to the document filed of record in Instrument No. 20010957 (R.H.C.T.);

THENCE North 81°13'05" West, with the north line of said Shapley tract, a distance of 209.20 feet to a 1/2-inch iron rod found with cap stamped "ATS" for the northwest corner of said Shapley tract, same being for the northeast corner of that tract of land conveyed to Risher, Rebecca and O'Hara, David, according to the document filed of record in Instrument No. 20028073 (R.H.C.T.);

THENCE North 81°10'57" West, with the north line of said Risher tract, a distance of 122.71 feet to a PK Nail found for corner in the north line of said Risher tract, for the southeast corner of Lot 3 of The Shire, an addition to Hays County, according to the Plat filed of record in Instrument No. 16025069 (P.R.H.C.T.);

THENCE North 00°49'56" West, with the east line of said Shire, a distance of 372.43 feet to a 1/2-inch iron rod found with cap stamped "Hays 5703" for the northeast corner of Lot 2 of said The Shire, same being the southeast corner of Lot 1 of the Shire;

THENCE North 00°50'26" West, with the east line of said Lot 1, a distance of 119.15 feet to a 1/2-inch iron rod found with cap stamped "Hays" for the northeast corner of said The Shire, same being for the southeast corner of a called 1.50-acre tract of land conveyed to William Vann Jr. and Dana Dee Hasty, according to the document filed of record in Instrument No. 21020112 (R.H.C.T.);

THENCE North 07°14'56" East, with the east line of said 1.50-acre tract, a distance of 250.25 feet to a 1/2-inch iron rod found with cap stamped "RPLS 5025" for the northeast corner of said 1.50-acre tract, same being the southeast corner of a called 0.75-acre tract of land conveyed to William Vann Jr. and Dana Dee Hasty, according to the document filed of record in Instrument No. 21024807 (R.H.C.T.);

THENCE North 22°27'06" East, with the east line of said 0.75-acre tract, a distance of 238.76 feet to a 1/2-inch iron rod found for corner;

THENCE North 50°37'01" West, with the north line of said 0.75-acre tract, a distance of 52.07 feet to a 1/2-inch iron rod found with cap stamped "RPLS 5025" for corner;

THENCE South 55°24'16" West, with the west line of said 0.75-acre tract, a distance of 297.10 feet to a 1/2-inch iron rod found with cap stamped "RPLS 5025" for the southwest corner of said 0.75-acre tract, same being for the northwest corner of the above-mentioned 1.50-acre tract;

THENCE South 52°04'43" West, with the west line of said 1.50-acre tract, a distance of 237.33 feet to a 1/2-inch iron rod found with cap stamped "RPLS 5025" for the southwest corner of said 1.50-acre tract, same being for the northwest corner of the above-mentioned Hasty tract recorded in 18027980;

THENCE South 47°30'52" West, with the west line of said Hasty tract recorded in 18027980, a distance of 175.66 feet to the **POINT OF BEGINNING** and containing 4,544,713 square feet or 104.332 acres of land.

FINAL PLAT
SANCTUARY DRIPPING SPRINGS
 FORMERLY KNOWN AS SERENITY HILLS
 LOTS 1-56
 WITHIN THE
 R. VAUGHN SURVEY, ABSTRACT NO. 16
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS



400 North Oklahoma Dr., Suite 105 Celina, Texas 75009		FIRM # 10194503	Tel. No. (469) 501-2200 www.kimley-horn.com		
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	SPM/MJS	MJS	7/9/2024	069424100	6 OF 7

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D:\WG\DALE_KCELE_SURVEY\06042020\SANCTUARY_DRIPPING_SPRINGS_TAXIDONOR\06042020\SANCTUARY_DRIPPING_SPRINGS_FINAL_PLAT.DWG PLOTTED BY: SWANNE, MICHAEL 7/12/2024 12:12 PM LAST SAVED: 7/12/2024 08:45 AM

KNOW ALL MEN BY THESE PRESENTS

That we, Sanctuary Dripping Springs LLC, as owner of 104.27 acres being all of that tract of land out of the R. Vaughn Survey, Abstract No. 16, in Hays County, Texas, conveyed to Serenity Hills Partners LLC, in a General Warranty Deed dated June 29, 2022 and recorded in document no. 22032944 of the Official Public Records of Hays County, Texas, do hereby adopt this plat designating the 104.27 acre tract as Sanctuary Dripping Springs, an addition to Hays County, and do hereby dedicate to the use of the public all streets, alleys, parks, watercourses, drains, public easements and public places shown hereon unless otherwise indicated either by plat or separate instrument, and that this plat is subject to all of the requirements of the subdivision regulations of the City of Dripping Springs and the County of Hays, Texas

Witness my hand this _____ day of _____, 20_____.

Justin Kathan, Owner
Sanctuary Drippings Springs LLC
1416 Green Terrace
Round Rock, TX 78620

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

My Commission expires on:

I, the undersigned, Director of Hays County Development Services Department, hereby certify that this subdivision plat conforms to all Hays County requirements as stated in the Interlocal Cooperation Agreement between Hays County and the City of Dripping Springs for subdivision regulations within the extraterritorial jurisdiction.

Marcus Pacheco, Director
Hays County Development Services

I, the undersigned, Director Hays County Development Services Department, hereby certify that this subdivision plat conforms to all Hays County requirements as stated in the Hays County Development Regulations and/or Hays County rules for on-site sewage facilities.

Marcus Pacheco, Director
Hays County Development Services

I, the undersigned, Floodplain Administrator of Hays County, hereby certify that this subdivision plat conforms to all Hays County floodplain requirements as stated in the Hays County development regulations.

Eric Van Gaasbeek, R.S., CFM
Hays County Floodplain Administrator

I, the undersigned, Director of Dripping Springs Planning Department, hereby certify that this subdivision plat conforms to all Dripping Springs requirements as stated in the Interlocal Cooperation Agreement between Hays County and the City of Dripping Springs for subdivision regulations within the extraterritorial jurisdiction.

Tory Carpenter, Planning Director
Dripping Springs Planning Department

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STATE OF TEXAS §

COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Daniel Arthur, a Registered Professional Land Surveyor in the State of Texas do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

To the best of my knowledge, the plat accurately reflects the general location of the Contributing Zone of the Edwards Aquifer.

Daniel Arthur
Registered Professional Land Surveyor
Texas Registration No. 5933
Kimley-Horn and Associates, Inc.
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
(469) 501-2200
daniel.arthur@kimley-horn.com

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Daniel Arthur, 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 purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF HAYS §

I, Elaine Cardenas, County Clerk of Hays County, Texas, do hereby certify that this plat was

filed for record in my office on the _____ day of _____, m 20_____, at _____

o'clock _____ m, and duly recorded on the _____ day of _____, 20_____, at _____

_____ o'clock _____ m, in the Plat Records of Hays County, Texas in Hays County

Instrument Number _____.

Elaine Cardenas
County Clerk
Hays County, Texas

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

Table with 5 columns: STREET NAME, ROW WIDTH, LENGTH (LF), PAVEMENT WIDTH, SIDEWALK, CLASSIFICATION. Rows include LIONHEART WAY, OVERLOOK HILL DRIVE, SWEET ORCHID LANE, and YELLOW JASPER COURT.

CURVE TABLE

Table with 5 columns: NO., DELTA, RADIUS, LENGTH, CHORD BEARING, CHORD. Rows C1 through C17.

Table with 3 sections: LINE TABLE, LINE TABLE, LINE TABLE. Each section has columns: NO., BEARING, LENGTH. Rows L1 through L4.

FINAL PLAT
SANCTUARY DRIPPING SPRINGS
FORMERLY KNOWN AS SERENITY HILLS
LOTS 1-56
WITHIN THE
R. VAUGHN SURVEY, ABSTRACT NO. 16
CITY OF DRIPPING SPRINGS
HAYS COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105 Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
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Table with 5 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: N/A, SPA/MJS, MJS, 7/9/2024, 069424100, 7 OF 7

DRG NAME: KCEI_SURVEY06042700-SANCTUARY-DRIPPING SPRINGS - FINAL PLAT.DWG PLOTTED BY: SHAWNE MICHAEL 7/22/2024 12:12 PM LAST SAVED: 7/12/2024 4:55 AM



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

**TEXAS PERFORMANCE BOND
(PRIVATE WORK)**

Bond # CNB-43741-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, True Dynamic Site Solutions, LLC dba Dynamic Site Solutions, Original Contractor (hereinafter called the Principal), as principal and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the state of Texas and admitted to write bonds, as Surety, with its principal office in the City of Waco, Texas (hereinafter called the Surety), are held and firmly bound unto Hays County (hereinafter called the Obligee), in the amount of Two Million Nine Hundred and Eighty-Eight Thousand Nine Hundred and Two Dollars and Eighty-Eight Cents (\$ 2,988,902.88), which is the penal sum of the bond and which is defined to include any award of attorney fees to the Obligee by a court of law, for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 6th day of June, 2024, to do and perform the following work, Sanctuary Dripping Springs - Lots 1 through 56, Site Work, Storm Drain and Water Improvements in accordance with drawings and specifications prepared by Kimley Horn, which Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal shall well and truly perform the construction work called for under the Contract then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED HOWEVER, that this bond is for the benefit of the named Obligee only, and no other person or entity shall have any rights against this bond; and

PROVIDED FURTHER, that it is a condition precedent to recovery upon this bond that the Principal be in default and shall be declared in default and terminated in accordance with the Contract by the Obligee and that written notice of said default and termination shall be received by the Surety within seven (7) days of the declaration of said default and termination at Surety's home offices, 225 South Fifth Street, Waco, TX 76710, or P.O. Box 2683, Waco, TX, 76702-2683; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt of the notice, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or
 - C) Tendering a replacement contractor to the Obligee and paying the difference between the contractor's contract price and the remaining contract funds to the Obligee; or
 - D) Arranging for the completion of the work in some other manner; or
- 2) Deny liability and coverage under this bond;

PROVIDED FURTHER, that the Obligee in the event of a default and termination of the Principal shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that it is a condition precedent to recovery upon this bond that the Obligee shall have fully and completely discharged any and all of its obligations under the Contract and that the Obligee shall have paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that this bond shall cover duly authorized normal and usual extras to the contract not exceeding fifteen (15%) percent of the Contract price and provided that said extras do not change the nature of the Principal's scope of work; however, any change to the penal sum of this bond must be consented to in writing by the Surety; and

PROVIDED FURTHER, that the Surety shall not be bound by any arbitration clause or proceeding, by any mediation clause or proceeding, or by any alternative dispute resolution clause or proceeding imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, micro- toxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that the Surety under this bond shall not be liable or have any obligation for any liability of the Principal for tortuous actions or inactions, whether or not said liability is imposed by statute, common law, or is imposed by the Contract or the Contract Documents. It is the intent of all parties that this bond shall NOT be a substitute for or supplemental to any liability or other insurance required by the Contract or the Contract Documents; and

PROVIDED FURTHER, that the Surety under this bond shall not be bound by an indemnification provision, term, or clause imposed or required by the Contract or the Contract Documents; and

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of two (2) years and a day from the date the Principal is terminated, abandons the project or substantially completes the Contract, it being understood; however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed amended so as to equal the minimum period permitted by such law; and

PROVIDED FURTHER, that in any suit against, under or upon this bond the prevailing party shall be awarded its attorney fees.

Signed and sealed this 19th day of July, 2024.

PRINCIPAL: True Dynamic Site Solutions, LLC dba Dynamic Site Solutions
(Seal)

By: _____
(title)

INSURORS INDEMNITY COMPANY (Seal)

By:  _____
JD Steanson, Attorney-in-Fact



TEXAS STATUTORY PAYMENT BOND
(PRIVATE WORK)

Bond # CNB-43741-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT True Dynamic Site Solutions, LLC dba Dynamic Site Solutions, Original Contractor (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, with its principal office in the City of Waco, (hereinafter called the Surety), are held and firmly bound unto Hays County (hereinafter called the OWNER), in the amount of Two Million Nine Hundred and Eighty-Eight Thousand Nine Hundred and T (\$ 2,988,902.88) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 6th day of June, 2024, for the construction of

Sanctuary Dripping Springs - Lots 1 through 56, Site Work, Storm Drain and Water Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of said contract and duly authorized normal and usual extras thereto (not to exceed 15% of said contract price), then this obligation shall be null and void, otherwise to remain in full force and effect; labor, subcontracts, materials and specially fabricated materials shall be construed in accordance with Sec. 53.001 of the Texas Property Code as amended.

PROVIDED, HOWEVER, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Sections 53.201 *et. seq.* of the Texas Property Code as amended, all rights and remedies under this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Property Code to the same extent as if they were copied at length herein.

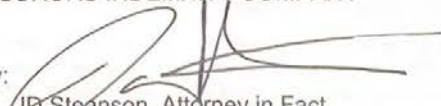
PROVIDED, HOWEVER, that the Owner agrees it shall file this bond, and a copy of the contract, in accordance with Sec. 53.203 of the Texas Property Code to make this bond effective.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of July, 2024.

PRINCIPAL: True Dynamic Site Solutions, LLC dba Dynamic Site Solutions
(Seal)

By: _____
(title)

INSURORS INDEMNITY COMPANY (Seal)

By: 
JD Steanson, Attorney in Fact

Pursuant to Sec. 53.202 of the Texas Property Code the Owner on the _____ day of _____, 20____, hereby approves this bond and the Owner hereby agrees, per Sec. 53.203 of the Texas Property Code, that it shall file this bond, and a copy of the contract, with the County Clerk of the county in which the Owner's property being improved upon is located in whole or in part to make this bond effective and legally binding upon the Surety.

Date

Owner

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-43741-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of Austin, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

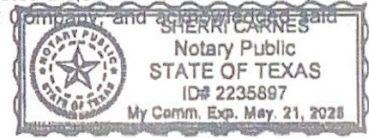
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 19th day of July, 2024.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

OPINION OF PROBABLE COST - THE SANCTUARY DRIPPING SPRINGS PUBLIC IMPROVEMENTS				
KIMLEY-HORN AND ASSOCIATES				
PROPOSED IMPROVEMENTS				
PROJECT NAME	THE SANCTUARY DRIPPING SPRINGS			
CITY	DRIPPING SPRINGS ETJ			CREATED BY WC
JOB NUMBER	09424100	CREATED	23-Feb-24	CHECKED BY LE
JOB NAME	PUBLIC OPC	PRINTED	03-Jul-24	REVISED BY WC
A. STORMWATER MANAGEMENT				
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT
18" RCP	LF	48	\$74.13	\$ 3,508.24
24" RCP	LF	235	\$83.15	\$ 19,540.25
30" RCP	LF	43	\$90.51	\$ 3,891.93
42" RCP	LF	0	\$120.00	\$ -
48" RCP	LF	208	\$150.00	\$ 31,200.00
AREA INLET	EA	3	\$6,649.29	\$ 19,947.87
24" HEADWALL	EA	2	\$3,500.00	\$ 7,000.00
30" HEADWALL	EA	1	\$4,500.00	\$ 4,500.00
48" HEADWALL	EA	2	\$6,100.00	\$ 12,200.00
TOTAL STORMWATER MANAGEMENT				\$ 101,638.29
B. WATER				
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT
8" DR14 C900 (INCLUDING FITTINGS)	LF	516	\$97.04	\$ 50,072.64
8" GATE VALVE	EA	3	\$2,826.57	\$ 8,479.71
FHA	EA	16	\$7,087.50	\$ 113,400.00
TRENCH SAFETY	LF	516	\$0.56	\$ 288.96
TOTAL WATER				\$ 172,241.31
C. EARTHWORK/ EROSION CONTROL				
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION	LS	1	\$65,000.00	\$ 65,000.00
EMBANKMENT (ROADS, SWALES)	CY	68,000	\$3.00	\$ 204,000.00
EXCAVATION (ROADS, SWALES)	CY	34,000	\$3.00	\$ 102,000.00
SILT FENCE	LF	15,500	\$4.50	\$ 69,750.00
CONSTRUCTION ENTRANCE	EA	2	\$1,130.00	\$ 2,260.00
CONCRETE WASHOUT	EA	1	\$650.00	\$ 650.00
INLET PROTECTION	EA	3	\$102.00	\$ 306.00
EARTHWORK/ EROSION CONTROL AND CLEARING				\$ 443,966.00
D. PAVEMENT AND APPURTENANCES				
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT
4" SIDEWALK	SY	2,491	\$52.00	\$ 129,537.78
2" HMAC SURFACE COURSE (TYPE 'D') (HAYS COUNTY APPROVED HMAC MIX TO BE USED - APPROVED TXDOT DESIGN)	SY	60,764	\$19.00	\$ 1,094,112.00
8" FLEXIBLE BASE (HAYS COUNTY APPROVED FLEX BASE TO BE USED - COA ITEM 210 OR TXDOT ITEM 247)	SY	66,000	\$13.00	\$ 858,000.00
SUBGRADE PREP	SY	66,000	\$2.00	\$ 132,000.00
TOTAL PAVEMENT AND APPURTENANCES				\$ 2,213,649.78
E. MISCELLANEOUS				
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION	LS	1	\$ 38,000.00	\$ 38,000.00
CONSTRUCTION STAKING (PAVEMENT & UTILITIES)	LS	1	\$ 750.00	\$ 750.00
METAL BEAM GUARD FENCE	LF	250	\$ 31.63	\$ 7,907.50
SKT 31" WOOD POST SYSTEM	EA	5	\$ 2,000.00	\$ 10,000.00
BARRICADES	EA	1	\$ 550.00	\$ 550.00
TOTAL MISCELLANEOUS				\$ 57,207.50
A. STORMWATER MANAGEMENT				\$ 101,638.29
B. WATER				\$ 172,241.31
C. EARTHWORK/ EROSION CONTROL AND CLEARING				\$ 443,966.00
D. PAVEMENT AND APPURTENANCES				\$ 2,213,649.78
E. MISCELLANEOUS				\$ 57,207.50
TOTAL				\$ 2,986,902.88

DISCLAIMER: The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to approve the selection of B2Z Engineering, LLC to provide construction, engineering & inspection (CE&I) services for the drainage and low water crossing improvements at Bear Creek project in Precinct 4; and authorize staff and counsel to negotiate a work authorization under their on-call CE&I contract.

SMITH/BORCHERDING

Summary

The drainage and low water crossing improvements at Bear Creek project as part of the 2016 Road Bond Program requires construction, engineering and inspection services to support the construction phase of this project, anticipated for late 2024.

B2Z Engineering, LLC has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. The process to initially select a consultant to negotiate a scope of work and fee 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.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to approve the selection of Pape-Dawson Consulting Engineers to provide construction, engineering & inspection (CE&I) services for the RM 2325 Sidewalk project in Precinct 3; and authorize staff and counsel to negotiate a work authorization under their on-call CE&I contract. **SHELL/BORCHERDING**

Summary

The RM 2325 Sidewalk project in Wimberley as part of the 2016 Road Bond Program requires construction, engineering and inspection services to support the construction phase of this project, letting anticipated for September 2024.

Pape-Dawson Consulting Engineers has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. The process to initially select a consultant to negotiate a scope of work and fee 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.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2470-PC; Hold a Public Hearing; followed by discussion and possible action regarding Woodcreek, Section 22, Reserve C, Replat. **SHELL/MACHACEK**

Summary

Woodcreek, Section 22, Reserve C, Replat is a proposed re-subdivision consisting of nine (9) lots across 3.73 acres. One (1) new 50ft Private Roadway will be proposed with this replat. This project is located along Jacobs Well Road in Wimberley and in Precinct 3.

Water and Wastewater Utility is being provided by Aqua Texas, Inc.

Attachments

Cover Letter

Plat

Location Map

Application Disapproval (Comment) Letter



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2470-PC; Hold a Public Hearing; followed by discussion and possible action regarding the Woodcreek, Section 22, Reserve C, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Woodcreek, Section 22, Reserve C, Replat is a proposed re-subdivision consisting of nine (9) lots across 3.73 acres.
- B. This project is located along Jacobs Well Road in Wimberley and in Precinct 3.
- C. One (1) new 50ft Private Roadway will be proposed with this replat.
- D. Water and Wastewater Utility is being provided by Aqua Texas, Inc.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth.

The application has no requested variances.

The actions remaining are to Hold a Public Hearing, and then discuss final action on the proposed replat.

Staff recommends Disapproval based on the comments as presented in the back-up.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

Application Disapproval Letter

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That I, Cottage Court, LLC., by and through Thomas J. Cole, representative, owner of a certain tract of land shown hereon and described in a deed recorded in Instrument No. 19009779, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public right-of-way, easements, and public places shown hereon for such public purposes as the City of Wimberley may deem appropriate. This subdivision is to be known as the REPLAT OF A PORTION OF WOODCREEK SECTION 22, RESERVE C, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____ A.D. 20____

By: _____
Thomas J. Cole, Representative
Cottage Court, LLC.
330 Deer Crossing Lane
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Cottage Court, LLC., by and through Thomas J. Cole, representative, 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. 20____, 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 Resolution Number _____

WITNESS my hand and seal of office this the ____ day of _____ A.D. 20____

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

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

Marcus Pacheco, Director
Hays County Development Services

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. 20____, 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. 20____

Elaine H. Cardenas
County Clerk
Hays County, Texas

PLAN 57XX
SM-23-1129000
SMS-MC670-23

REPLAT OF A PORTION OF WOODCREEK SECTION 22, RESERVE C HAYS COUNTY, TEXAS

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 described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown hereon were properly placed or located under my supervision in accordance with the Subdivision Regulations of the City of Woodcreek and the Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal this ____ day of _____ A.D. 20____

Arthur Vasquez Torres
Registered Professional Land Surveyor # 5737
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Licensed Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 46209C 0219 F effective date September 2, 2005, and that each lot conforms to the Subdivision Regulations of the City of Woodcreek and Hays County Subdivision Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this ____ day of _____ A.D. 20____

Al Carroll
Licensed Professional Engineer, No. 119251
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

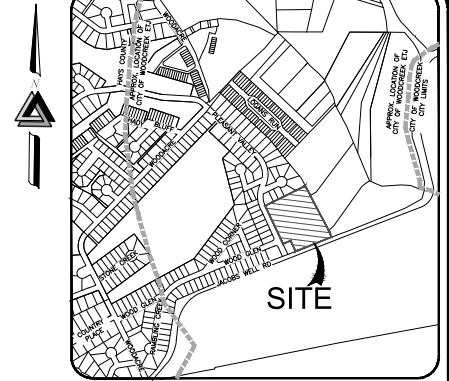
Aqua Texas Inc., CON# 13254, an approved water supply system, has adequate quantity to supply this subdivision in accordance with the policies of the water supply system.

Engineering Manager
Aqua Texas Inc.

Date

FEDERNALES ELECTRIC COOPERATIVE NOTES

- Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen foot (15') wide utility easement along all lot lines adjoining a public right-of-way and a ten foot (10') wide utility easement along all other front, side, or rear lot lines.
- Private property within public and private roadway easements, access easements and right-of-way reservations shall be designated as a utility easement. A 15' utility easement is hereby granted along all right of way reservations, roadway easements and access easements.
- All existing overhead lines shall possess a twenty foot (20') wide utility easement centered 10' each side of the line. All existing underground lines shall possess a fifteen foot (15') wide utility easement centered 7.5' each side of the line.
- Each lot is subject to a floating ten foot (10') wide by thirty foot (30') long guy wire easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, upgrading, maintenance (including but not limited to removal of vegetation, trees and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.



VICINITY MAP
ZIP CODE: 78676

PLAT NOTES

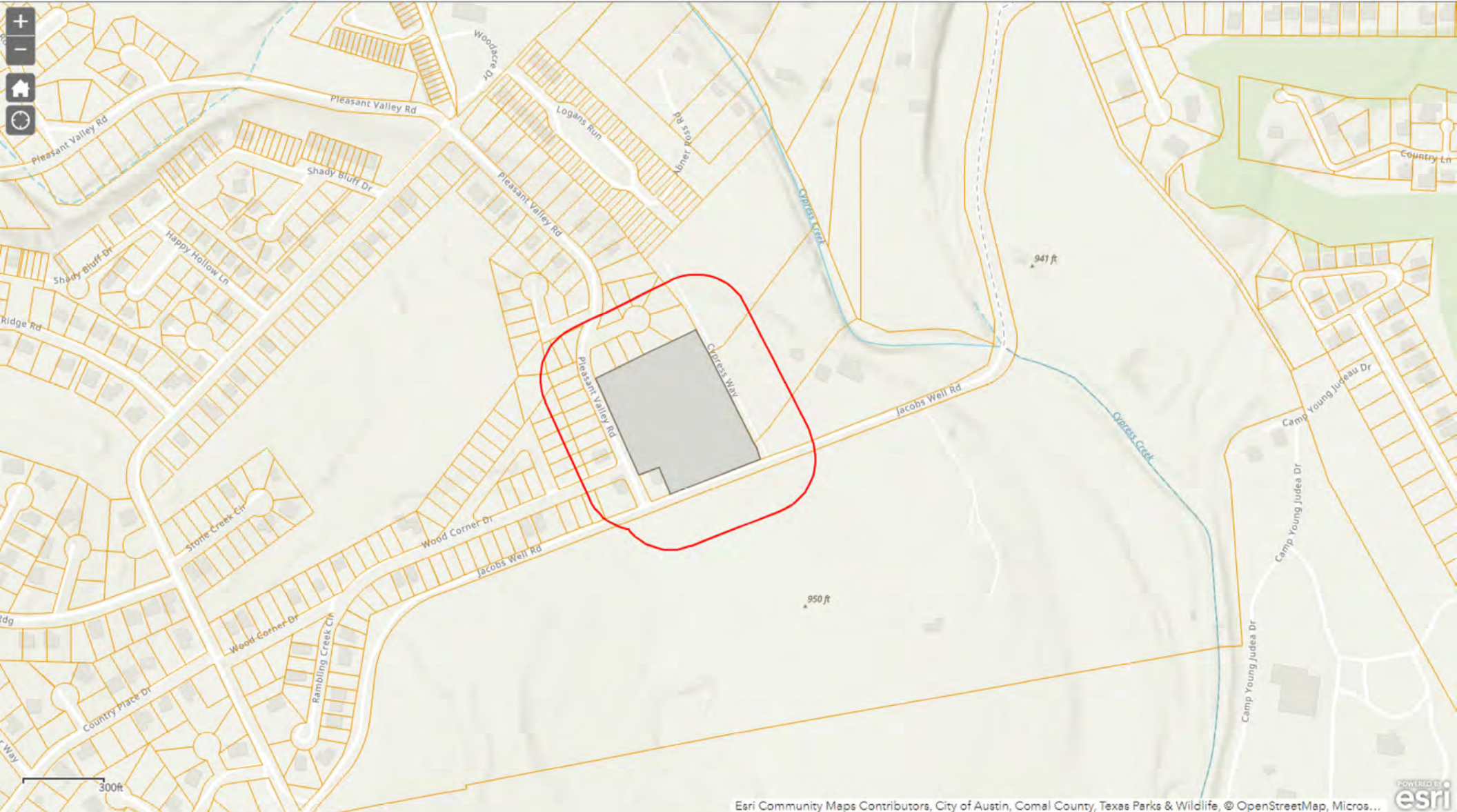
- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- This subdivision does not lie within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Plan #46209C 0219 F, dated September 2, 2005.
- This subdivision contains 9 lots for a total of 3.73 acres.
Lots less than 1.00 acres: 9
Lots 1.00 to 2.00 acres: 0
Lots 2.00 to 5.00 acres: 0
Lots 5.00 to 10.00 acres: 0
Lots larger than 10.00 acres: 0
- This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District
- Water supply for this subdivision is provided by Aqua Texas, Inc.
- Wastewater treatment for this subdivision is provided by Aqua Texas, Inc.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- All culverts, when required shall comply with the current Hays County standard.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner/operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- 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.
- All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

ENGINEER: _____ APRIL 4, 2024 SURVEYOR: _____



155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222

www.tritechbs.com TRPLS REGIS. #: 10193729
TRPE REGIS. #: P-18693





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved Letter

Owner Information:

Cottage Court LLC. (Thomas Cole)

330 Deer Crossing Lane, Wimberley TX 78676

tj@coleconsultants.com

Date: 7/24/2024

Project ID: PLN-2470-PC

Project Name: Woodcreek Section 22, Reserve C,
Replat

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. The Application has been disapproved. A list of comments / deficiencies is outlined below. A written response to each comment / deficiency is required. In addition to the written response, any updated documents, files, or other information must be uploaded to the [MGO Connect Customer Portal](#). Acceptance of any documents, files, or other information shall not be construed as approval.

9-1-1 Street Name Review

1. 911 Technical street name review approved 7/18/2024

Floodplain Review

1. Plat note 3 should also include panel #48209C0238 F

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

- 1. Per Hays County Development Regulations Chapter 701 § 9.03 Documentation:** No documentation received by Hays County confirming notice was accomplished as outlined in Chapters 701 § 9.05-9.08 and 705 § 12.03 – **Posted Notice:** The Applicant shall be required to notify the public upon submission of an Application under this Chapter, including Applications for new Subdivisions and Applications for revision of an existing Subdivision plat, in accordance with the requirements for Posted Notice in §701.9.04.
Please provide proof of Posted Notice for the Subdivision Application, referencing this application number **PLN-2470-PC**.
- 2. Per Hays County Development Regulations Chapter 705 § 11.03 Replats (D):** Include a statement giving the reason for the proposed revision.
- 3. General:** Approval may not be granted until all Plat review deficiencies have been remedied.
- 4. General:** Project must be presented to the Hays County Commissioners Court for Approval and/or ratification in the court minutes following clearing of all review deficiencies.
- 5. General:** Approval may not be granted until fiscal surety for street and drainage improvements is posted in Commissioners Court or the roads are built to completion and inspected meeting the Hays County Transportation specifications. The roadway and drainage improvements must be constructed per the approved plans, inspected by Hays County personnel, and conform with all applicable Hays County specs and standards.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

- 6. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Please revise the Commissioners Court Approval/Signature Block to change the end of the block statement to:

"...DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____."

- 7. Per Hays County Development Regulations Chapter 705 § 8.05 (B) Other Plat Notes and Certifications:** Plats shall contain the notes and certifications required by the Hays County Plat Note and Certification Standards, as applicable.

Remove the generic signature lines/blocks for Marcus Pacheco and Eric Vangaasbeek, and insert the following Signature/Certification Blocks:

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

Transportation Review

- 1. Per Hays County Development regulations chapter 705.5.03,** add a statement indicating whether the applicant shall seek public dedication of the roadways or designation of roadways as private roadways. Please clarify if the roadways will be dedicated to Hays County.
- 2. Per Hays County Development regulations chapter 705.5.03,** add a list of roadways, with classifications, lengths, and ROW widths.
- 3. Per Hays County Development regulations chapter 705.5.07,** add a note, Hays County is not responsible for sidewalk maintenance. A fully executed license agreement must be in-place prior to construction of sidewalks within Hays County ROW.
- 4. Per Hays County Development regulations chapter 721.5.05,** Add a note- Driveways shall comply with Chapter 721 of Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.



Hays County Development Services

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(P) 512-393-2150 (Web) www.hayscountytexas.com

5. Per Hays County Development regulations, chapter 721.2.01, add a note- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek
Planning Division
Hays County Development Services



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2436-NP; Discussion and possible action regarding the Rainbow Ranch, Lots 68-A, & 68-B, Final Plat. SHELL/MACHACEK

Summary

Rainbow Ranch, Lots 68-A and 68-B, Final Plat is a proposed two (2) lot subdivision out of the Unrecorded Rainbow Ranch Subdivision, Tract 68, being 10.01 acres. The subject property is located off of South Rainbow Ranch Road in Wimberley and in Precinct 3.

Water utility will be provided by an Individual Private Wells. Wastewater treatment will be accomplished by an Individual On-Site Sewage Facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2436-NP; Discussion and possible action regarding the Rainbow Ranch, Lots 68-A, & 68-B, Final.

BACKGROUND/SUMMARY OF REQUEST:

- A. Rainbow Ranch, Lots 68-A and 68-B, Final Plat is a proposed two (2) lot subdivision out of the Unrecorded Rainbow Ranch Subdivision, Tract 68, being 10.01 acres. The subject property is located off of South Rainbow Ranch Road in Wimberley and in Precinct 3.
- B. Water utility will be provided by an Individual Private Wells. Wastewater treatment will be accomplished by an Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The action remaining lies with discussion and action on the final plat.

Staff recommends Approval of the Rainbow Ranch, Lots 68-A and 68-B, Final Plat.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0235F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- ACCORDING TO SCALING FROM TOPO MAPS NONE OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ALL LOTS SERVED BY SHARED ACCESS DRIVEWAYS 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 THE PURPOSES OF THIS SUBPARAGRAPH.
- THE OWNERS OF THE SINGLE FAMILY RESIDENCES 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 UNOBSTRUCTED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
- LOTS SMALLER THAN FIVE ACRES WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.
- THIS SUBDIVISION IS SUBJECT TO RESTRICTIONS RECORDED IN VOL. 357, PG. 329 OF THE HAYS COUNTY DEED RECORDS.
- THIS SUBDIVISION IS SUBJECT TO AN ELECTRIC EASEMENT RECORDED IN VOL. 372, PG. 668 OF THE HAYS COUNTY DEED RECORDS.
- 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.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

PEDERNALES ELECTRIC COOPERATIVE NOTES

- PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE AND REAR LOT LINES. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
- ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
- EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

STATE OF TEXAS *
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ADAM SEEVER, OWNER OF 10.01 ACRES IN THE JAMES LANSING SURVEY, ABSTRACT NO. 285, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 6/28/2019, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 19022414, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS LOTS 68-A AND 68-B RAINBOW RANCH SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON. SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

ADAM SEEVER, OWNER
2401 SOUTH RAINBOW RANCH RD
WIMBERLEY TEXAS, 78676

STATE OF TEXAS *
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM SEEVER, 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 STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

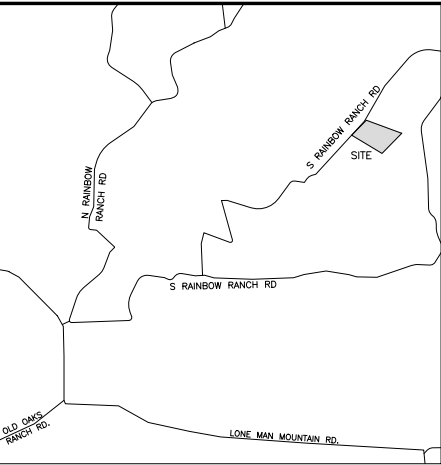
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. No. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500



VICINITY MAP - 1" = 2000'

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 60D NAIL FOUND
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- BUILDING SETBACK LINE
- ELECTRIC EASEMENT PER (372/668)
- DEED RESTRICTIONS RECORDED IN (357/329)

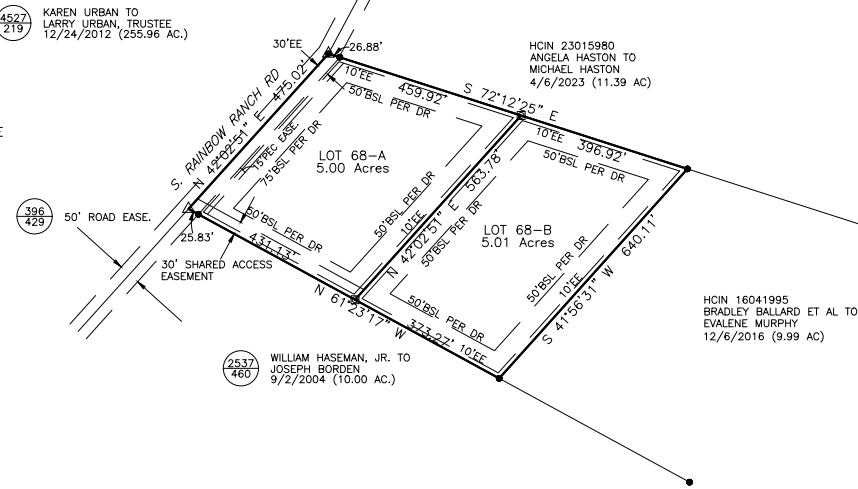
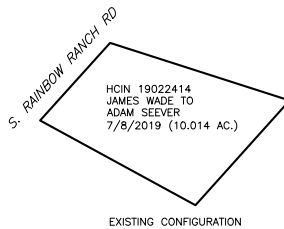


ORIGINAL SCALE
1" = 200'

(4527/215) KAREN URBAN TO LARRY URBAN, TRUSTEE 12/24/2012 (255.96 AC.)

(398/429) 50' ROAD EASE.

(2537/460) WILLIAM HASEMAN, JR. TO JOSEPH BORDEN 9/2/2004 (10.00 AC.)



LOT SIZE CATEGORIES

- TOTAL AREA = 10.01 AC.
- TOTAL NUMBER OF LOTS = 2
- AVERAGE LOT SIZE = 5.005 AC.
- NUMBER OF LOTS OVER 10 ACRES = 0
- NUMBER OF LOTS 5 - 10 ACRES = 2
- NUMBER OF LOTS 2 - 5 ACRES = 0
- NUMBER OF LOTS 1 - 2 ACRES = 0
- NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC--PEDERNALES ELECTRIC COOPERATIVE
WATER--INDIVIDUAL WELLS
SEWER--INDIVIDUAL ON-SITE SEWER FACILITIES

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF THE PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

CLIENT: SEEVER, ADAM
DATE: 11/10/2023
OFFICE: BANKS
CREW: C. SMITH
FB/PG: 794/38
PLAT NO. 28227-23-c

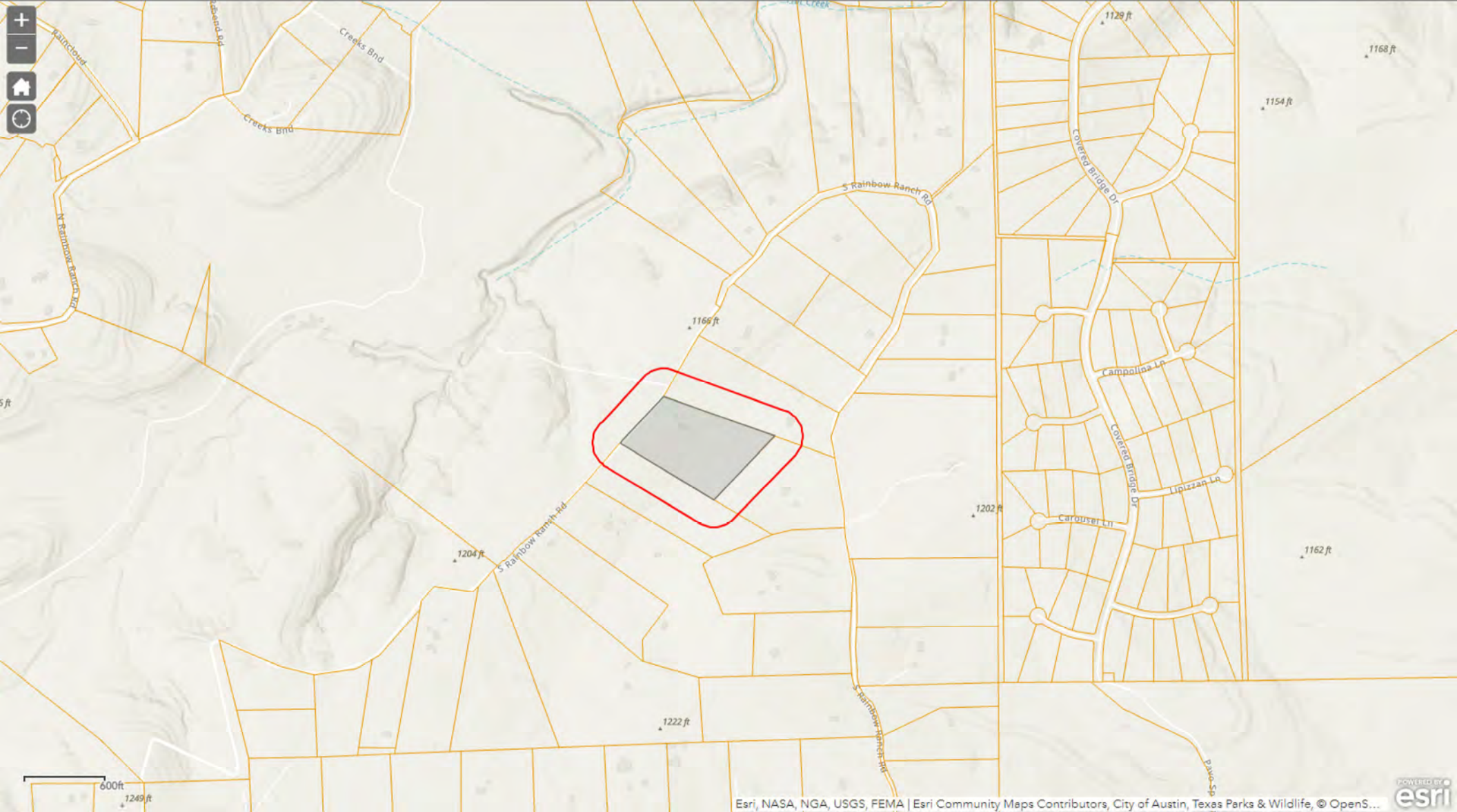
I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

SUBDIVISION PLAT OF LOTS 68-A AND 68-B RAINBOW RANCH SUBDIVISION, BEING 10.01 ACRES IN THE JAMES LANSING SURVEY, ABSTRACT NO. 285, HAYS COUNTY, TEXAS





Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2298-PC; Ratify the approval of the River Oaks of Wimberley Unit No. 2, Lot 26, Replat. **SHELL/MACHACEK**

Summary

River Oaks of Wimberley Unit No. 2, Lot 26, Replat is a proposed resubdivision consisting of 2 lots across 4.60 acres located along Oak Knob Dr., a regulated public roadway in Wimberley and in Precinct 3.

Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by advanced individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2298-PC; Ratify the approval of the River Oaks of Wimberley Unit No. 2, Lot 26, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. River Oaks of Wimberley Unit No. 2, Lot 26, Replat is a proposed resubdivision consisting of 2 lots across 4.60 acres located along Oak Knob Dr., a regulated public roadway in Wimberley and in Precinct 3.
- B. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by advanced individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The action remaining is to ratify approval of the proposed subdivision replat in the court minutes.

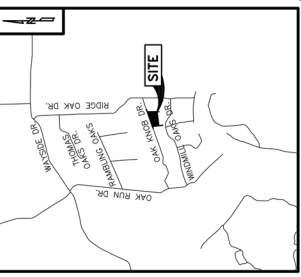
ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

Hays County Administrative Approval Letter

REPLAT OF LOT 26 RIVER OAKS OF WIMBERLEY, UNIT NO. 2



VICINITY MAP
N.T.S.

JAMES HUGHES SURVEY
SEC. NO. 12 - ABS. NO. 241

LOT 24
MANN W. MCCOY
(VOL. 2854, PG. 386)

(LESS R.O.W. TAKE "SEE NOTE 12")
S 01°11'56" W 482.77'
S 01°11'56" E 405.16'
(10' R.L. (1194/482))

LOT 25
JAMES & CASSAOLA STOKES
(DOC. NO. 22053556)

78.81'
(P. 24)
N 1390824.6'
E 225586.7'

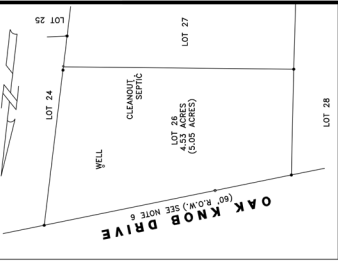
LOT 27-B
HARRIS J. MANN
(DOC. NO. 17026752)

LOT 26-A
2.56 ACRES

LOT 27-A
CHARLES &
FRANK W. MANN
(DOC. NO. 20004975)

LOT 26-B
2.00 ACRES

LOT 28
WILLIAM R. & ELAINE DUPRE
(VOL. 891, PG. 457)



ORIGINAL LOT
CONFIGURATION
N.T.S.

LUKE OWEN SURVEY - ABS. NO. 358

WESLEY HUGHES SURVEY
SEC. NO. 11 - ABS. NO. 243

OWNER: THOMAS SCOTT WADE
ROBIN DENISE WOOD
FRANK W. MANN
WIMBERLEY, TX 78676

APPLICANT: ASH AND ASSOCIATES
142 JACKSON LANE
SAN MARCOS, TX 78666
512.392.1719

SURVEYOR: RICHARD H. TAYLOR
142 JACKSON LANE
SAN MARCOS, TX 78666
512.392.1719

LOT 26: 4.59 ACRES
- LOT 26 - A - 2.56 ACRES
- LOT 26 - B - 2.02 ACRES

SUBMITTAL DATE: 06/17/2024

FOR REVIEW, THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF SHAWN T. ASH, R.P.L.S. NO. 5687 ON 06/24/24. IT IS NOT TO BE USED FOR BIDDING, PERMIT OR CONSTRUCTION.

REPLAT OF LOT 26
RIVER OAKS OF WIMBERLEY, UNIT NO. 2

OWNER: THOMAS SCOTT WADE
ROBIN DENISE WOOD
FRANK W. MANN
251 OAK KNOB DRIVE
WIMBERLEY, TX 78676

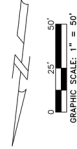


142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
www.ashandassociates.com
ashandassociates@aol.com

DESIGN: MAM SCALE: 1"=50'
REVIEWED: RHT DATE: 06/17/2024
CASH & ASSOCIATES, L.L.C.

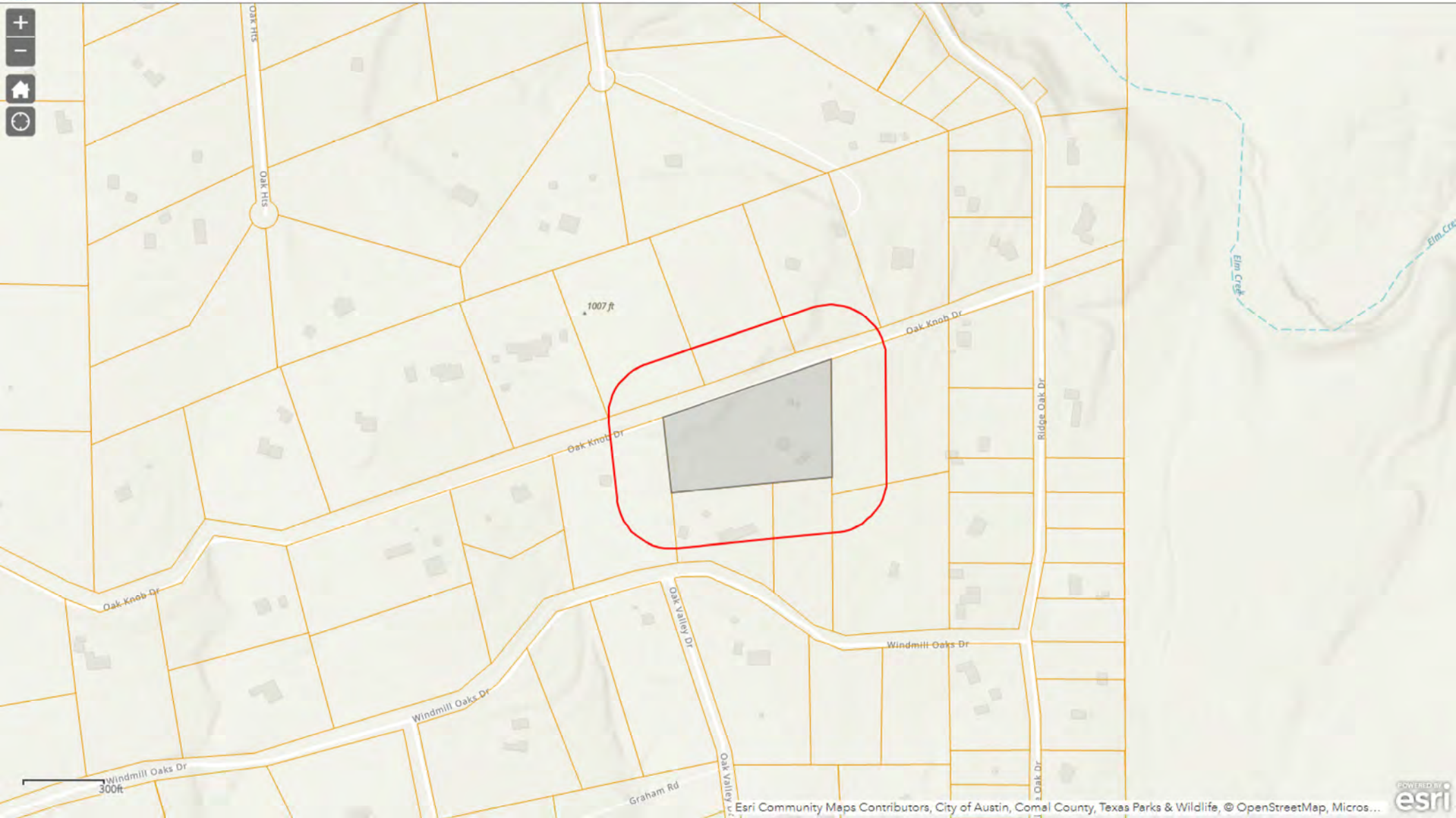
PROJECT No. 23-8387
REV.

SHEET 1 OF 2



- LEGEND
- IRON ROD FOUND
 - IRON ROD SET
 - CALCULATED POINT
 - ⊗ P.U.E. PUBLIC UTILITY EASEMENT
 - B.L. BOUNDARY LINE
 - B.L. BOUNDARY LINE
 - RECORD CALL
 - (BRC - DIST.) RECORD CALL
 - Z CONTIGUOUS OWNERSHIP

GENERAL NOTES:
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
3. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
4. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
5. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
6. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
7. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
8. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
9. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.
10. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS AS ADOPTED BY THE BOARD OF SURVEYING AND MAPPING, TEXAS.





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

THOMAS SCOTT WADE

251 OAK KNOB, WIMBERLEY TX 78676

dirtycarartist@gmail.com

Date: 7/1/2024

Project ID: PLN-2298-PC

Project Name: River Oaks of Wimberley Unit

No. 2, Lot 26, Replat

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. On behalf of the assigned 9-1-1 Street Name Reviewer: 911 Technical Street name review approved on 6/24/2024

Digital Data Review

1. The digital data technical review is approved as of 7/1/2024.

Floodplain Review

1. Technical Review Floodplain approved.

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

1. Plat Technical Review Complete

General: Project must be presented to the Hays County Commissioners Court for Approval and ratification in the court minutes on July 16th, 2024.

A) Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.

1) Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.

B) A current Tax Certificate showing taxes paid will be required when recording the plat.

C) Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-2460-NP; Ratify Approval of the Waterstone Logistics, Final Plat. **INGALSBE/MACHACEK**

Summary

Waterstone Logistics is a proposed final plat consisting of one (1) lot across 46.468 acres. The subject property is located between Yarrington Road and FM 110 in Precinct 1.

Water utility is to be provided by Maxwell WSC. Wastewater treatment will be provided by the City of Kyle.

Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe,
Precinct 1

AGENDA ITEM LANGUAGE:

PLN-2460-NP; Ratify Approval of the Waterstone Logistics, Final Plat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Waterstone Logistics is a proposed final plat consisting of one (1) lot across 46.468 acres. The subject property is located between Yarrington Road and FM 110 in Precinct 1.
- B. Water utility is to be provided by Maxwell WSC. Wastewater treatment will be provided by the City of Kyle.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

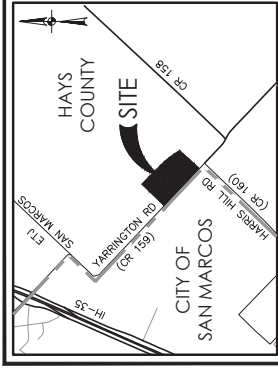
The action remaining is to ratify approval of the proposed final plat in the court minutes.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

Hays County Administrative Approval Letter



NOT-TO-SCALE

LEGEND

- DOC DOCUMENT NUMBER
- UR UTILITIES
- OF HAYS COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS
- OF HAYS COUNTY, TEXAS
- PR PUBLIC RECORDS
- OF HAYS COUNTY, TEXAS
- CFN CONTROL FILE NUMBER

VOL VOLUME
 OF HAYS COUNTY, TEXAS
 FOUND 1/2" IRON ROD
 OTHER MARKED
 SET 1/2" IRON ROD (PD)

--- SAN MARCOS CITY LIMIT LINE

⊕ 10" PUBLIC UTILITY EASEMENT

☐ WHISPER MASTER COMMUNITY ASSOCIATION, INC. (DOC. 21048137 OPR)

OWNER: WATERSTONE SAN MARCOS JV, LLC
 (VOL. 1649, PG. 83 O.P.A.)

AGREACE: 47.210 ACRES

SURVEYOR: PAPE-DAWSON ENGINEERS, INC.
 NEW BRUNSWICK, NJ 07102
 (830) 632-5693 P

ENGINEER: PAPE-DAWSON ENGINEERS, INC.
 2000 NW LOOP 410
 SAN ANTONIO, TX 78213
 (210) 375-9000 P

SUBMITTAL DATE: JULY 16, 2024

MAINTENANCE NOTE:
 ALL STORM WATER INFRASTRUCTURE, WITHIN DRAINAGE EASEMENTS CREATED BY THIS PLAT, SHALL BE MAINTAINED BY PROPERTY OWNER.

GENERAL NOTE:

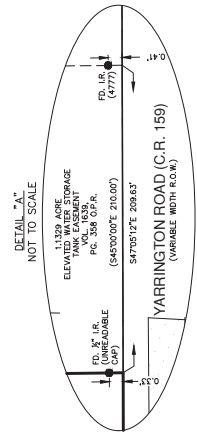
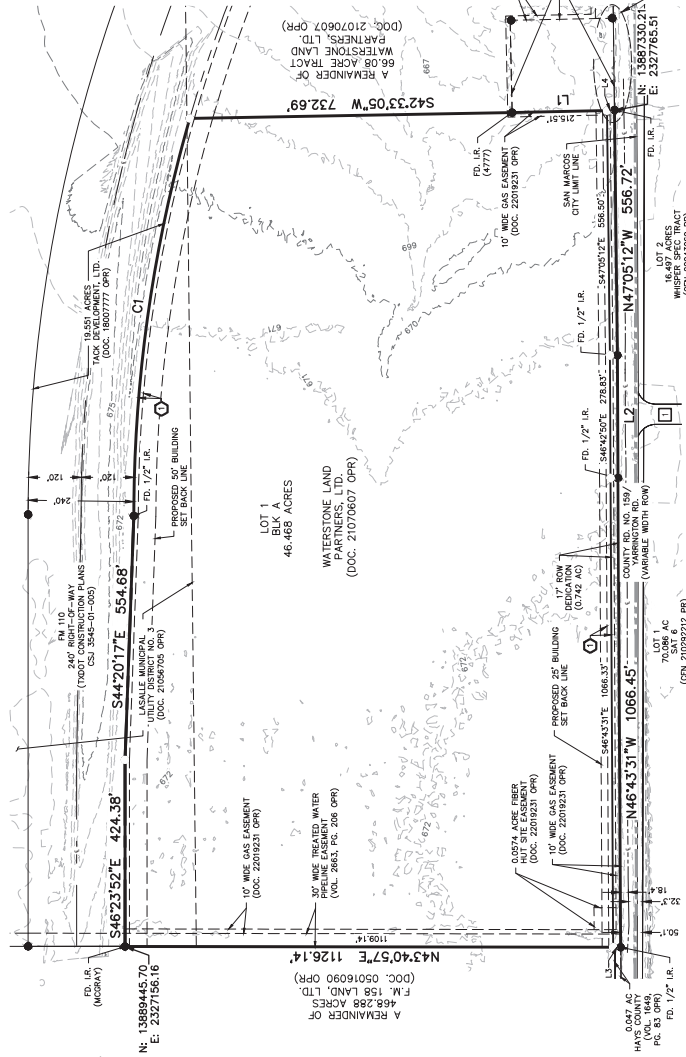
- ANY EASEMENTS NOT CREATED BY THIS PLAT WILL BE PROVIDED BY SEPARATE INSTRUMENT.
- A 10 FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL RIGHTS-OF-WAY, AS SHOWN HEREON.
- ACCORDING TO FEMA FIRM MAP 48280C0415 F EFFECTIVE DATE 08/01/2019, THE SITE IS LOCATED WITHIN A FLOODPLAIN ZONE AREAS OUTSIDE THE 1% AND 5% FLOODPLAINS.
- THIS PROPERTY IS NOT ELIGIBLE FOR REGIONAL TIED WATERSHEDS, EDWARDS AQUIFER RECHARGE ZONE CONTRIBUTING ZONES AND/OR SAN MARCOS RIVER CORRIDOR.

LINE TABLE

LINE #	BEARING	LENGTH
L1	S42°22'00"W	232.51'
L2	N46°42'50"W	278.88'
L3	N43°40'57"E	17.00'
L4	S42°22'00"W	17.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	3275.00'	016°00'36"	S38°24'12"E	815.14'



PLAT NUMBER PLN-4260-NP

SUBDIVISION PLAT

OF

WATERSTONE LOGISTICS

BEING A TOTAL 47.210 ACRE TRACT, INCLUSIVE OF A 0.742 ACRE RIGHT-OF-WAY DEDICATION TO HAYS COUNTY, ESTABLISHING LOT 1 BLOCK A, SITUATED IN THE WILLIAM HEMPHILL SURVEY NUMBER 4, ABSTRACT NO. 100, COUNTY OF HAYS, STATE OF TEXAS, AND BEING THE SAME AS DESCRIBED IN A DEED FROM LASALLE HOLDINGS, LTD. TO WATERSTONE LAND PARTNERS, LTD., RECORDED IN DOCUMENT 21070467, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



PAPE-DAWSON ENGINEERS

TEXAS ENGINEERING FIRM #2011 TEXAS SURVEYING FIRM #10028600

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

DATE OF PREPARATION: JULY 16, 2024

PLAT NUMBER PLN-4260-NP
SUBDIVISION PLAT
OF
WATERSTONE LOGISTICS



2000 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM # 1022880
DATE OF PREPARATION: July 16, 2024

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, FLOOR PLAN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOOR PLAN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEK, R.S., C.F.M.
FLOOR PLAN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDEMAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

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

RUBEN BEGERRA
COUNTY CLERK
HAYS COUNTY, TEXAS

ELAINE H. CARDEMAS
COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDEMAS, 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. AT _____ O'CLOCK _____ A.M. AND DULY RECORDED ON THE _____ DAY OF _____ A.D. AT _____ O'CLOCK _____ A.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____ A.D.

ELAINE H. CARDEMAS, COUNTY CLERK
HAYS COUNTY, TEXAS

CONSTRUCTION NOTE:
OTHER REVIEW REQUIRED WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

STATE OF TEXAS
COUNTY OF HAYS

A 47.010 ACRE TRACT OF LAND, ESTABLISHED LOT 1 BLOCK A, SITUATED IN THE WILLIAM HEMPHILL SURVEY NUMBER 4, ABSTRACT NO. 231, SAID 47.210 ACRE TRACT BEING OUT OF A CALLED 66.08 ACRE TRACT DESCRIBED IN A DEED FROM LASALLE HOLDINGS, LTD. TO WATERSTONE LAND PARTNERS, LTD., AS RECORDED IN DOCUMENT NUMBER 21070407, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

WATERSTONE SAN ANTONIO CO., LLC
8111 DOUGLASS AVENUE, STE. 600
DALLAS, TX 75225

THE STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SH/HE acknowledged to me that he/she/it executed the foregoing instrument of the herein expressed and in the capacity therein stated, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____ A.D. 20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY NAME
MY COMMISSION EXPIRES _____

FEDERMALES ELECTRIC COOPERATIVE NOTES:

- 1. FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.
- 2. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY EASEMENTS SHALL BE THE PROPERTY OF THE PUBLIC. PUBLIC UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
- 3. ALL EXISTING OVERHEAD LINES SHALL REMAIN AS IS. TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED TO EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
- 4. EACH LOT IS SUBJECT TO A FLOODING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- 5. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER DISTRIBUTIONS, INSPECTING, REMOVAL, REPAIRING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- 6. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS, WHERE ACCESS IS OBSTRUCTED WITHIN UTILITY EASEMENTS. UTILITY EASEMENTS SHALL BE MAINTAINED OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

SURVEYORS NOTES:

- 1. MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION AS NOTED. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED WITH SURVEYOR'S OFFICE AND WITH 1/2" IRON ROD WITH CAP MARKED WITH SURVEYOR'S OFFICE. ONE WILL BE SET AT EACH CORNER AND ONE WILL BE SET AT THE CENTER OF EACH SIDE OF EACH LOT. CONSTRUCTION UNLESS NOTED OTHERWISE. CALCULATION AND SIGHT LINE COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL COORDINATE SYSTEM DERIVED FROM THE NGS COOPERATIVE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE DATUM.
- 2. CORNER NETWORK.
- 3. SURFACE NETWORK.
- 4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. MAGN. (NAD83) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

UTILITY NOTES:

- WATER SERVICE SHALL BE SUPPLIED BY MAXWELL WATER SUPPLY CORPORATION.
- SEWER/WATER SERVICE SHALL BE SUPPLIED BY CITY OF KYLE.
- ELECTRIC SERVICE SHALL BE SUPPLIED BY FEDERMALES ELECTRIC COOPERATIVE.

ROADWAY NOTES:

- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE HAYS COUNTY TRANSPORTATION DEPARTMENT SPECIFICATIONS AND DEVELOPMENT REGULATIONS. ALL ROADWAY CONSTRUCTION MUST BE INSPECTED AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT UPON APPROVAL BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT ALL ROADS SHALL BE DEDICATED TO AS PRIVATE ROADWAY.

TxDOT NOTES:

- 1. ALL REQUESTS FOR DRIVEWAY ACCESS ON FM 110 REQUIRES A TxDOT DRIVEWAY PERMIT.
- 2. 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 RIGHT-OF-WAY.

POLITICAL SUBDIVISIONS NOTE:

- SCHOOL DISTRICT EMERGENCY SERVICES DISTRICT #6 AND THE BARTON SPRINGS EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
- TAC 30. TPDES GENERAL PERMIT TXR040000 PART III.

POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE OWNED AND OPERATED BY THE DEVELOPER OR THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

HAYS COUNTY DEVELOPMENT REGULATIONS:

- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOP CONDITION RUNOFF RATE. PRE-DEVELOP RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THE SUBDIVISION.
- THE CURRENT HAYS COUNTY STANDARD.

LOT SIZE CHART AS EXAMPLE BELOW:

LOT SIZE	TOTAL NUMBER OF LOTS
LESS THAN 1 ACRE	
1 ACRE - 2 ACRES	
2 ACRES - 5 ACRES	
5 ACRES - 10 ACRES	
10+ ACRES	1
TOTAL:	
AVERAGE SIZE OF LOTS:	46.468

LOT SIZE NOTES:

- ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES, TOGETHER WITH ALL PLANNING AND EVALUATION MATERIALS REQUIRED TO OBTAIN A PERMIT UNDER THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.
- LOT SIZE CHART AS EXAMPLE BELOW:

DRIVEWAY NOTES:

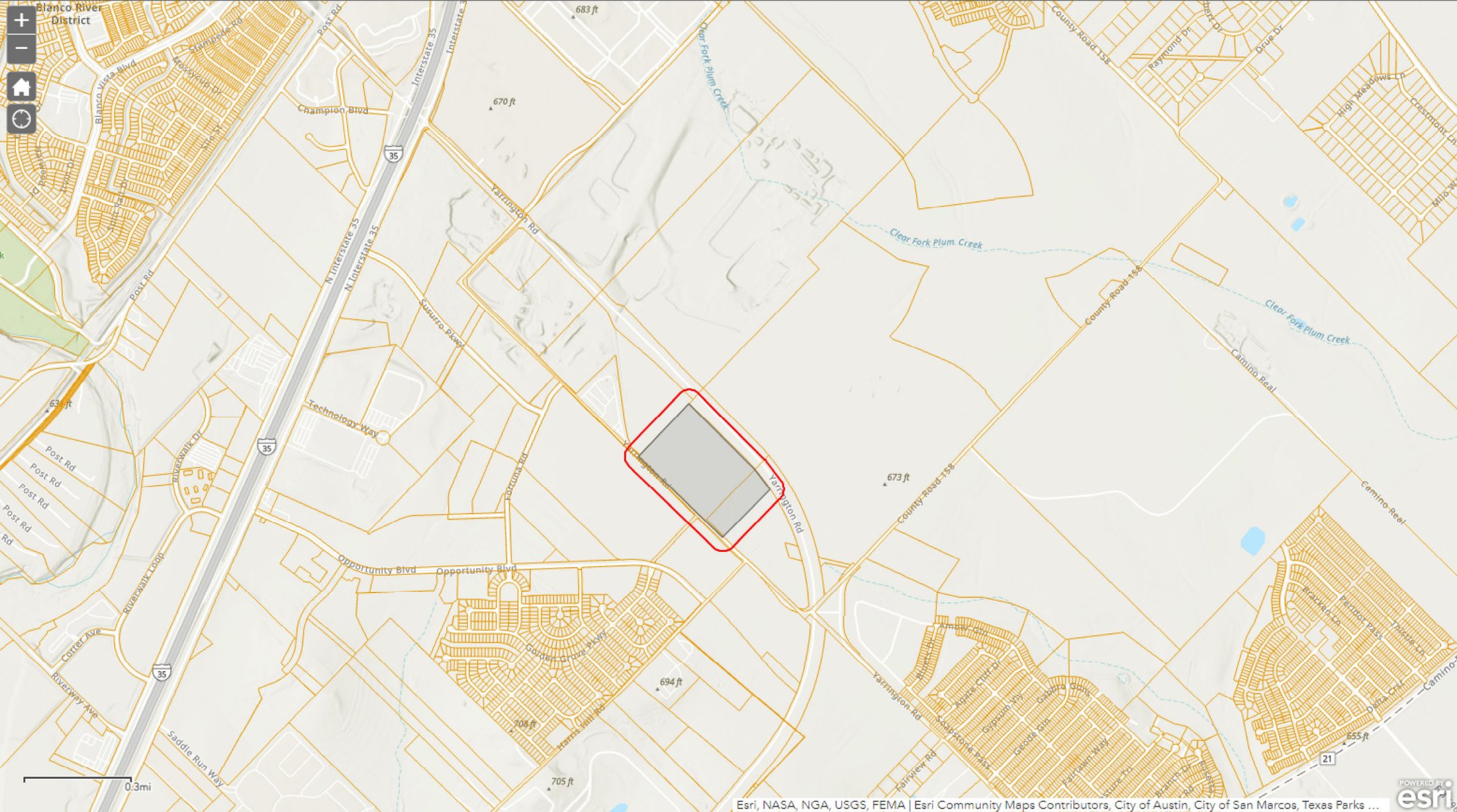
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY SHALL BE CONSTRUCTED ON A PUBLIC ROADWAY UNLESS: (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751 OF THE HAYS COUNTY CODE, AND (B) THE MINIMUM SPACING REQUIREMENTS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

WATER NOTE:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE APPROVED COMMUNITY WATER SYSTEM DUE TO DECLINING WATER SUPPLY. THE SELLER SHALL OBTAIN A PERMIT FROM THE HAYS COUNTY ENGINEERING DEPARTMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.

WASTEWATER NOTE:

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWER TREATMENT PLANT. THE SELLER SHALL OBTAIN A PERMIT FROM THE HAYS COUNTY ENGINEERING DEPARTMENT FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Waterstone Land Partners, LTD. ()

230 Klattenhoff Ln STE 100, Hutto 78634-4642

Date: 7/15/2024

Project ID: PLN-2460-NP

Project Name: Waterstone Logistics
Subdivision

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. 911 Street name Technical review approved 4/11/2024

Digital Data Review

1. The digital data technical review is approved as of 6/23/2024.

Floodplain Review

1. Technical Review Floodplain approved.

On-Site Sewage Facility (OSSF) Review

1. Technical Review OSSF approved.

Planning Review

1. Plat Technical Review complete.

Hays County Development Services has determined this application as Approved. Formal ratification in the minutes of Commissioners Court will be required and will be scheduled for: July 30th, 2024.

Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.

Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.

A current Tax Certificate showing taxes paid will be required when recording the plat.

Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2213-PC; Ratify approval for the Hurlbut Ranch West, PT of Tract 17, Replat. SHELL/MACHACEK

Summary

Hurlbut Ranch West, PT of Tract 17, Replat is a proposed resubdivision consisting of 2 lots across 13.98 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2213-PC; Ratify approval for the Hurlbut Ranch West, PT of Tract 17, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Hurlbut Ranch West, PT of Tract 17, Replat is a proposed resubdivision consisting of 2 lots across 13.98 acres located along Norwood Road, a regulated public roadway in Dripping Springs and in Precinct 3.
- B. Water utility will be accomplished by individual water wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

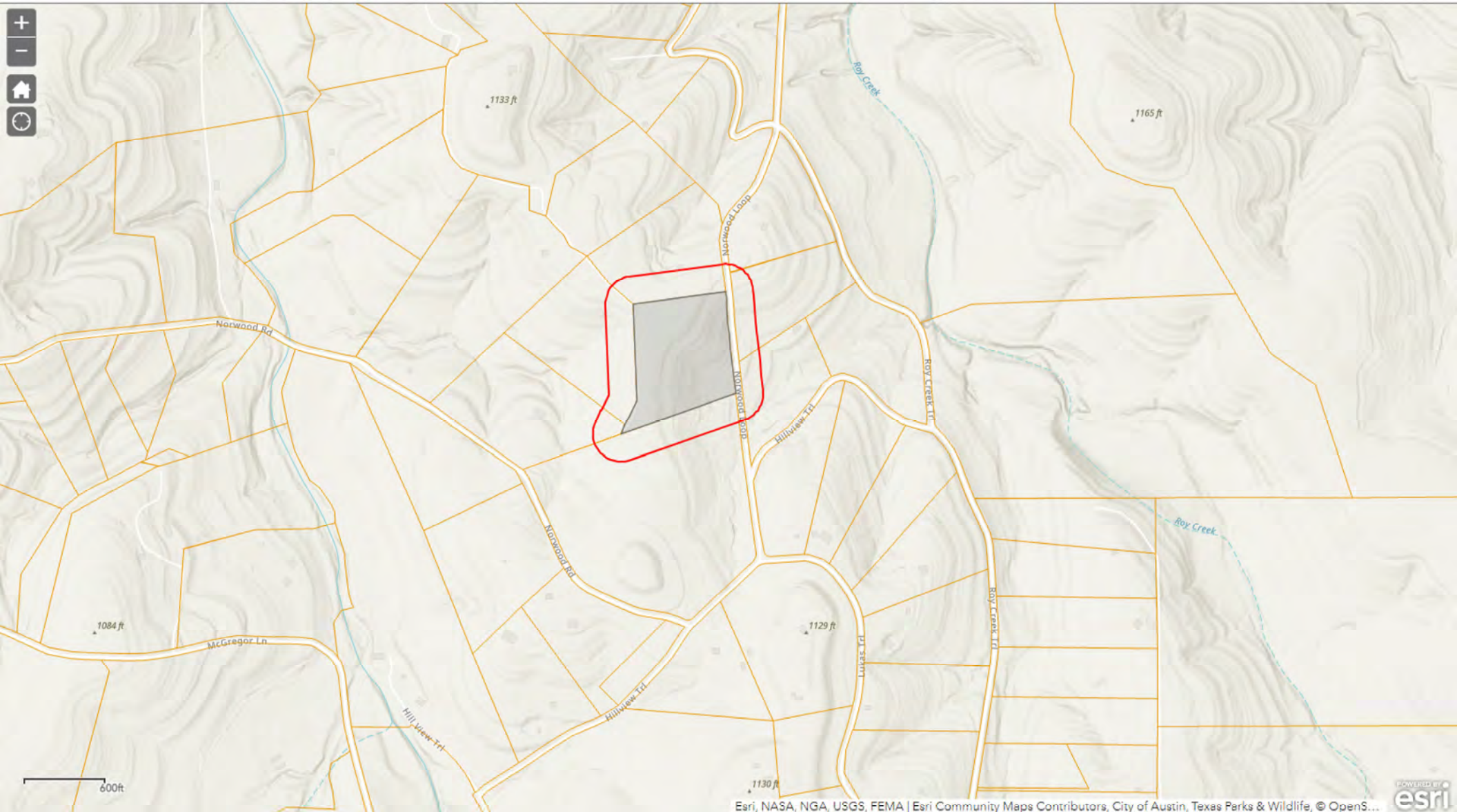
The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

Hays County Administrative Approval Letter





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Glenn & Gloria Davis

105 Norwood Loop, Dripping Springs TX 78620

Justglo2001@yahoo.com

Date: 7/17/2024

Project ID: PLN-2213-PC

Project Name: Hurlbut Ranch West, PT of
Tract 17, Replat

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. Still approved as of 7/11/2024

911 Technical Street name review approved 5/15/2024

Digital Data Review

1. The digital data technical review is approved as of 7/14/2024.

Floodplain Review

1. Tech review complete.

On-Site Sewage Facility (OSSF) Review

1. Tech review complete.

Planning Review

1. Plat Technical Review complete.

CAUTIONARY: Project must be presented to the Hays County Commissioners Court for ratification of approval in the court minutes on July 30th, 2024.

Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.

Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up and recording.

A current Tax Certificate showing taxes paid will be required when recording the plat.

Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and

Recorded Plat have been provided to Hays County GIS & Addressing.

Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2424-NP; Ratify Approval of the Sanderson Addition, Final Plat SHELL/MACHACEK

Summary

Sanderson Addition is a proposed final plat consisting of two (2) lot across 10.09 acres. The subject property is located at the corner of Rimrock Road and Valley Ridge Road in Wimberley and falls within Precinct 3.

Water utility is to be provided by private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map

Administrative Approval Letter



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2424-NP; Ratify Approval of the Sanderson Addition, Final Plat

BACKGROUND/SUMMARY OF REQUEST:

- A. Sanderson Addition is a proposed final plat consisting of two (2) lot across 10.09 acres. The subject property is located at the corner of Rimrock Road and Valley Ridge Road in Wimberley and falls within Precinct 3.
- B. Water utility is to be provided by private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

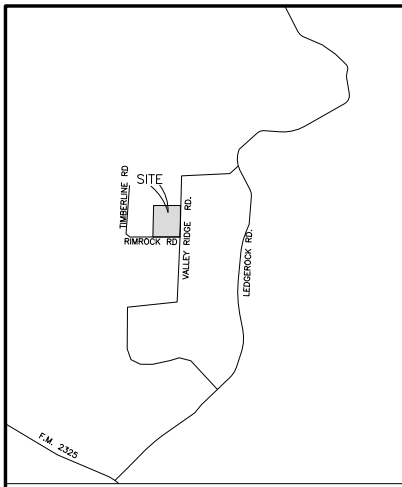
The action remaining is to ratify approval of the proposed subdivision plat in the court minutes.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

Hays County Administrative Approval Letter



SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0220F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X. (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- 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.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, JOSEPH SANDERSON, OWNER OF 10.09 ACRES IN THE GRANVILLE MILLS SURVEY, ABSTRACT NUMBER 302, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 3/30/2022, AND RECORDED IN HCIN 22016003, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE THIS PROPERTY TO BE KNOWN AS SANDERSON ADDITION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JOSEPH SANDERSON, OWNER
1810 CINNAMON PATH
AUSTIN, TX., 78704

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSEPH SANDERSON, 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 STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

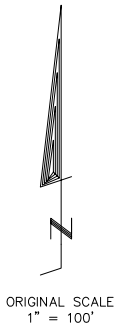
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

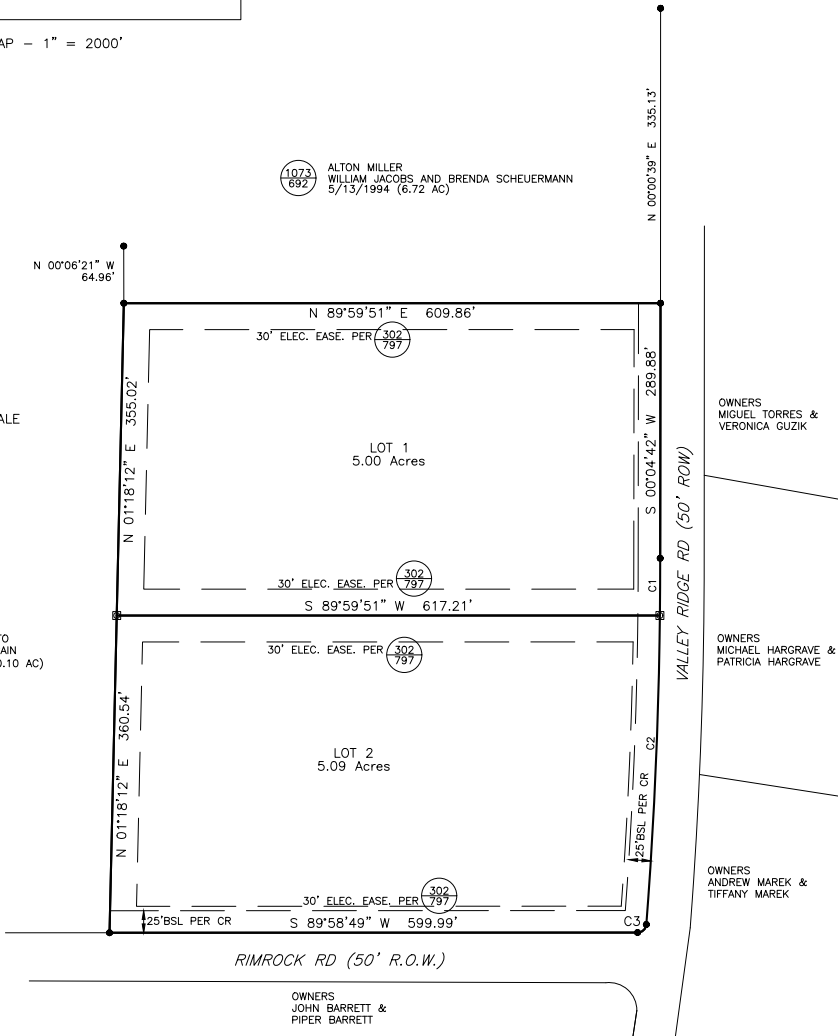
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

VICINITY MAP - 1" = 2000'



1073
692 ALTON MILLER
WILLIAM JACOBS AND BRENDA SCHEUERMANN
5/13/1994 (6.72 AC)



HCIN 19012666
EDWIN CISLER TO
CHRISTINA TERRAIN
4/17/2019 (10.10 AC)

LEGEND

- HCIN HAYS COUNTY INSTRUMENT NUMBER
- VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- PG 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- X WIRE FENCE
- ohu UTILITY LINE, POLE AND GUY
- BSL BUILDING SETBACK LINE
- CR COUNTY REGULATIONS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5370.45'	0°41'39"	65.05'	S 00°17'19" W	85.05'
C2	5370.45'	3°45'00"	351.50'	S 02°30'38" W	351.44'
C3	110.00'	85°35'41"	14.94'	S 47°32'12" W	13.59'

LOT SIZE CATEGORIES

- TOTAL AREA = 10.09
- TOTAL NUMBER OF LOTS = 2
- AVERAGE LOT SIZE = 5.045
- NUMBER OF LOTS OVER 10 ACRES = 0
- NUMBER OF LOTS 5 - 10 ACRES = 2
- NUMBER OF LOTS 2 - 5 ACRES = 0
- NUMBER OF LOTS 1 - 2 ACRES = 0
- NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF THE PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES



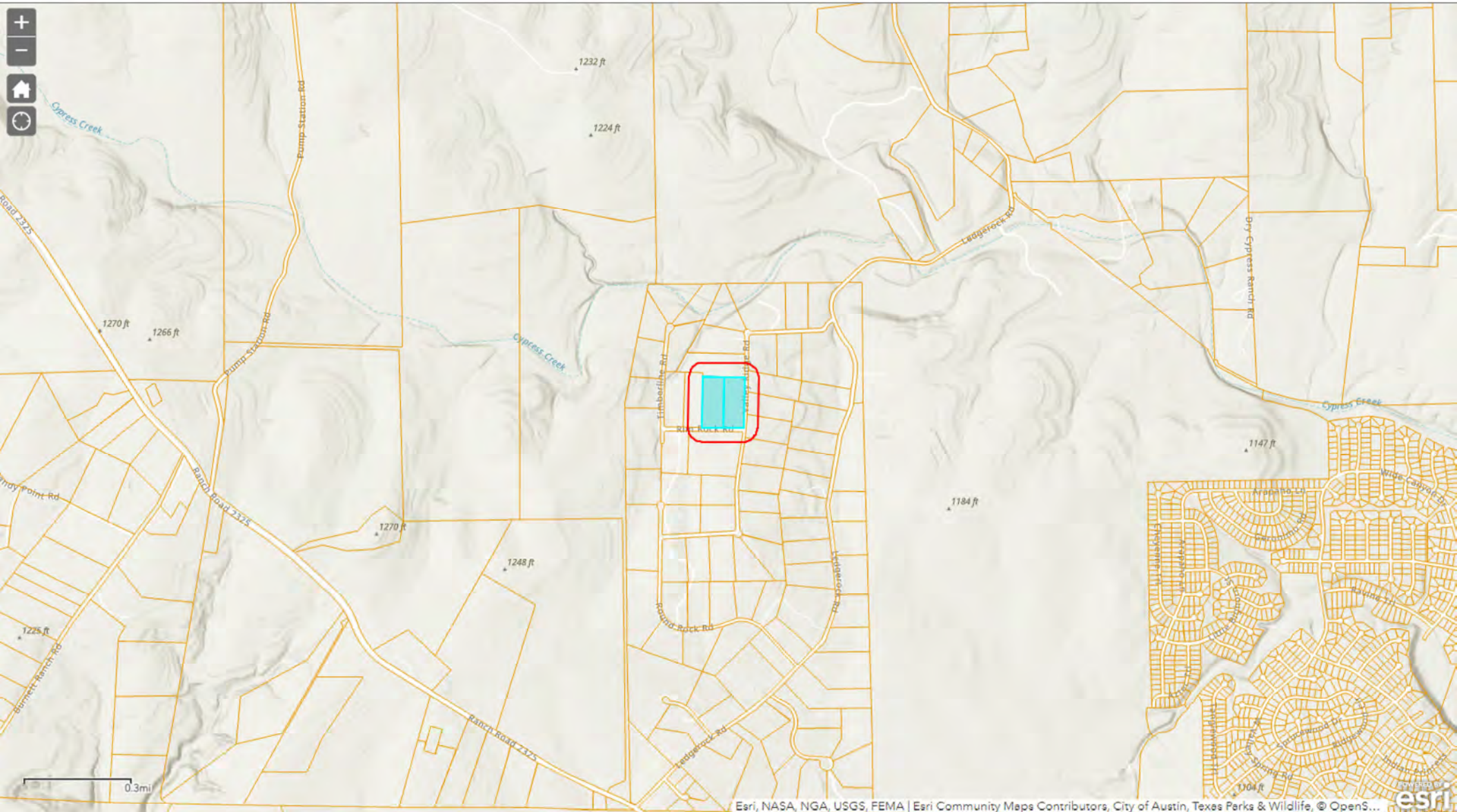
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

PLAT OF SANDERSON ADDITION,
HAYS COUNTY, TEXAS

CLIENT: SANDERSON, SCOTT
DATE: 9/10/2023
OFFICE: BANKS
CREW: C. SMITH
FB/PG: 794/34
PLAT NO. 28223-23-c





Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Approved

Owner Information:

Joseph Sanderson

1810 Cinnamon Path, Austin TX 78704

scott.sanderson@mbsquoteline.com

Date: 7/11/2024

Project ID: PLN-2424-NP

Project Name: Sanderson Addition

Application Status: Approved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. Upon review, the Application has been found in compliance with the Hays County Development Regulations. The above Application has been approved.

9-1-1 Street Name Review

1. 911 Technical Street name review approved 5/22/2024

Digital Data Review

1. The digital data technical review is approved as of 05/24/2024.

Floodplain Review

1. Tech review complete.

On-Site Sewage Facility (OSSF) Review

1. Tech review complete.

Planning Review

1. **General:** Project must be presented to the Hays County Commissioners Court for Ratification of Approval in the court minutes.

2. **Plat Technical Review complete.**

Please prepare and deliver the Signature Plat (Record Plat) to Hays County Development Services.

Once the necessary Hays County signatures are obtained on the Signature Plat, notification will be provided for pick-up.

A current Tax Certificate showing taxes paid will be required when recording the plat.

Addressing will not take place until a full-size, to-scale, paper copy and PDF version of the Fully Signed and Recorded Plat have been provided to Hays County GIS & Addressing.

Transportation Review

1. Technical review is complete.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2543-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Green Hills, Lot 25, Replat. **SMITH/MACHACEK**

Summary

Green Hills, Lot 25, Replat is a proposed re-subdivision consisting of two (2) lots across 4.38 acres. The project is located along North Green Hills Loop (Austin) and in Precinct 4. Water and Wastewater Utility is being provided by Aqua Texas, Inc.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2543-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Green Hills, Lot 25, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Green Hills, Lot 25, Replat is a proposed re-subdivision consisting of two (2) lots across 4.38 acres. The project is located along North Green Hills Loop (Austin) and in Precinct 4.
- B. Water and Wastewater Utility is being provided by Aqua Texas, Inc.

STAFF COMMENTS:

Staff has begun review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining consist of staff completing Technical Review, Holding the Public Hearing on August 13th, and discuss final action of the proposed replat based on staff recommendation.

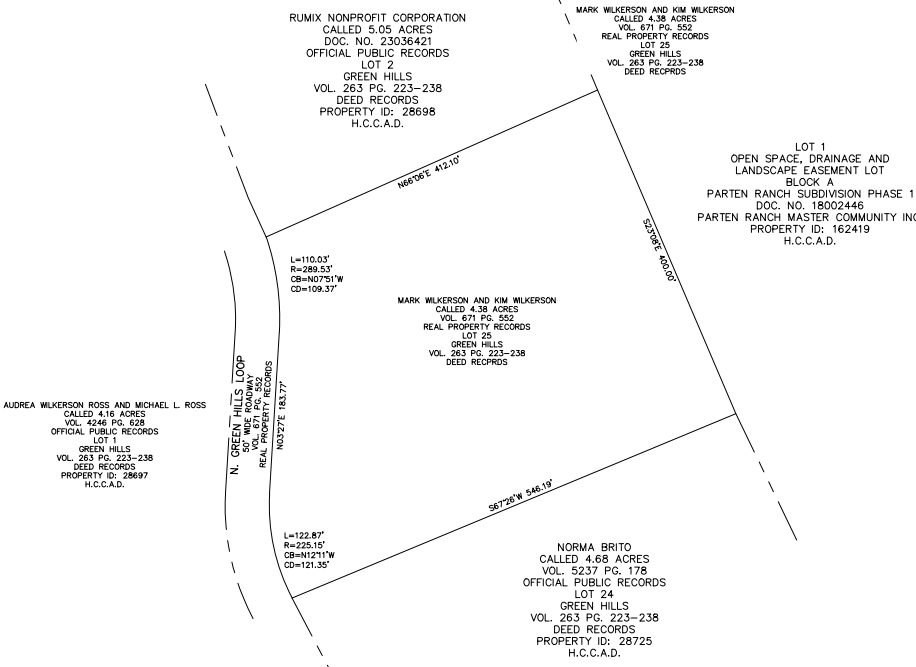
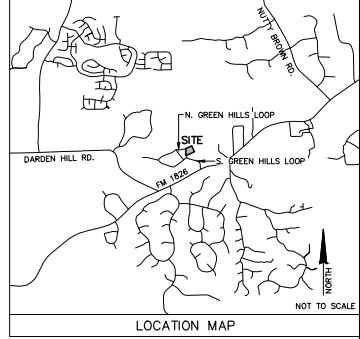
ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

GREEN HILLS, LOT 25, REPLAT

BEING ALL OF LOT 25, GREEN HILLS RECORDED IN VOLUME 263, PAGES 223-238, DEED RECORDS, HAYS COUNTY, TEXAS AND ALSO BEING ALL OF A CALLED 4.38 ACRE TRACT OF LAND RECORDED IN VOLUME 671, PAGE 552, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



- GENERAL NOTES**
- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
 - 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, ENCUMBRANCES, ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 - 3) THIS REPLAT IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN VOLUME 263, PAGES 223-238, DEED RECORDS, HAYS COUNTY, TEXAS.
 - 4) ADDRESSES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 - 5) IMPROVEMENTS NOT SHOWN HEREON NOR LOCATED BY THIS SURVEY.
 - 6) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 48000C040P, REVISED DATE SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - 7) THE PURPOSE OF THIS REPLAT IS TO ESTABLISH TWO LOTS.
 - 8) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
 - 9) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
 - 10) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
 - 11) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
 - 12) THIS SUBDIVISION IS LOCATED WITHIN EMERGENCY SERVICE DISTRICT #1 AND #6.
 - 13) MAILBOXES PLACED WITHIN THE ROW, SHALL BE AN APPROVED TDDOT OR FHWA DESIGN.
 - 14) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
 - 15) 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.
 - 16) NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGUN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
 - 17) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SYSTEM OR STATE-APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLY, PROSPECTIVE OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER SOURCE.
 - 18) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	76.96'	225.15'	019°35'03"	N18°58'38"W	76.58'
C2	45.91'	225.15'	011°41'01"	N03°20'36"W	45.83'
C3	110.07'	289.53'	021°46'52"	N08°50'20"W	109.40'

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT ME, MARK WILKERSON AND KIM WILKERSON, OWNER OF LOT 25N GREEN HILLS RECORDED IN VOLUME 263, PAGE 223, DEED RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED RECORDED IN VOLUME 471, PAGE 552, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY PLAT THIS PROPERTY TO BE KNOWN AS LOTS 25A AND 25B, GREEN HILLS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

MARK WILKERSON
14055 N. GREEN HILLS LOOP
AUSTIN, TEXAS 78737

KIM WILKERSON
14055 N. GREEN HILLS LOOP
AUSTIN, TEXAS 78737

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITIES, ON THIS DAY PERSONALLY APPEARED MARK WILKERSON AND KIM WILKERSON, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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 HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ERIC VAN GAASBEK, R.S., C.F.M.
FLOOD PLAN ADMINISTRATOR
HAYS COUNTY

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FORGING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ A.D., 20____, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____.

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

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS



PLAT INFORMATION

TOTAL NUMBER OF LOTS	2
AVERAGE SIZE OF LOTS:	2.185 ACRES
NUMBER OF LOTS OVER 10 ACRES:	0
NUMBER OF LOTS 5-10 ACRES:	0
NUMBER OF LOTS 2-5 ACRES:	1
NUMBER OF LOTS 1-2 ACRES:	1
NUMBER OF LOTS LESS THAN 1 ACRE:	0

UTILITY INFORMATION

WATER: ON-SITE PRIVATE WELL/RAINWATER COLLECTION
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.

DRIVEWAY PERMIT STATEMENT

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.

- LEGEND**
- SET 1/2" IRON ROD W/ A YELLOW "WR" PLASTIC CAP
 - SET MAG NAIL W/ A YELLOW "WR" PLASTIC WASHER
 - ⊙ FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - ⊙ FOUND 5/8" IRON ROD
 - ⊙ FOUND NAIL

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.

0091717091

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURCA, R.F.L.S. NO. 6344

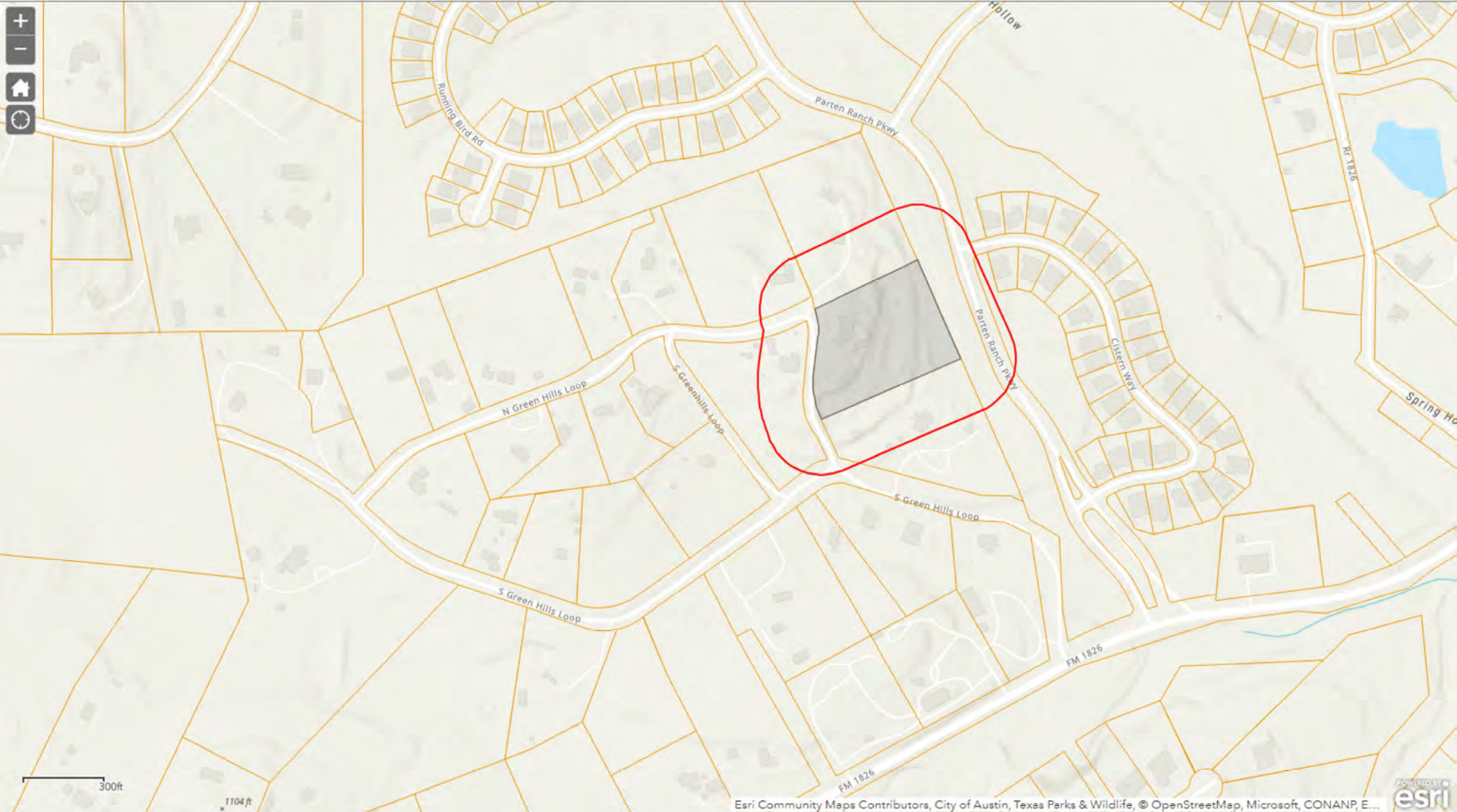
WCR LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
830-633-3010 INFO@WCRLANDSURVEYING.COM
TBE&LS FIRM #0194135

JOB NO.: 2359-24

DRAWN BY: CJJ

CHECKED BY: CJJ

SHEET: 1 OF 1





Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Colby Machacek, Senior Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2367-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Home Camp Subdivision, Lot 1, Replat. **SHELL/MACHACEK**

Summary

Home Camp Subdivision, Lot 1, Replat is a proposed re-subdivision creating four (4) lots across 6.86 acres. The subject property is located along Caliche Road and Curlos Ridge in Wimberley and in Precinct 3. Water utility will be accomplished by individual private wells or rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: July 30th, 2024

Requested By: Colby Machacek, Senior County Planner

Prepared By: Colby Machacek, Senior County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2367-PC; Call for a Public Hearing on August 13th, 2024; followed by discussion and possible action regarding the Home Camp Subdivision, Lot 1, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A. Home Camp Subdivision, Lot 1, Replat is a proposed re-subdivision creating four (4) lots across 6.86 acres. The subject property is located along Caliche Road and Curlos Ridge in Wimberley and in Precinct 3.
- B. Water utility will be accomplished by individual private wells or rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining consist of staff completing Technical Review, Holding the Public Hearing on August 13th, and discuss final action of the proposed replat based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Subdivision Plat

Location Map

SURVEYORS NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48290C0239F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
- ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
- THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
- ALL LOTS SERVED BY 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 THE PURPOSES OF THIS SUBPARAGRAPH.
- THE OWNERS OF THE SINGLE FAMILY RESIDENCES 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.
- LOTS SMALLER THAN FIVE ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.

LOT SIZE CATEGORIES

TOTAL AREA = 6,857 AC
 TOTAL NUMBER OF LOTS = 4
 AVERAGE LOT SIZE = 1.71 AC
 NUMBER OF LOTS OVER 10 ACRES = 0
 NUMBER OF LOTS 5 - 10 ACRES = 0
 NUMBER OF LOTS 2 - 5 ACRES = 1
 NUMBER OF LOTS 1 - 2 ACRES = 3
 NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
 ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
 WATER-INDIVIDUAL WELLS
 SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

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 ENVIRONMENTAL HEALTH.

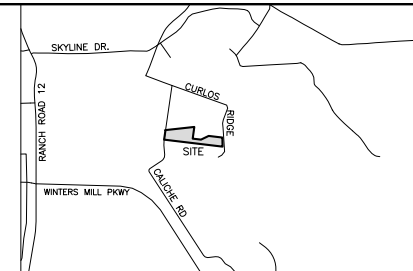
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
 HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK, R.S., C.F.M.
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE



VICINITY MAP - 1' - 2000"

STATE OF TEXAS*
 COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, CAMERON JOHNSTON, OWNER OF LOT 1 HOME CAMP SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 4/25/2017, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 17014548, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 1 HOME CAMP SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

CAMERON JOHNSTON, OWNER

STATE OF TEXAS*
 COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
 COUNTY OF HAYS *

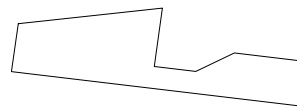
I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____ A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN HAYS COUNTY INSTRUMENT NUMBER _____.

RUBEN BECERRA COUNTY JUDGE HAYS COUNTY, TEXAS
 ELAINE H. CARDENAS COUNTY CLERK HAYS COUNTY, TEXAS

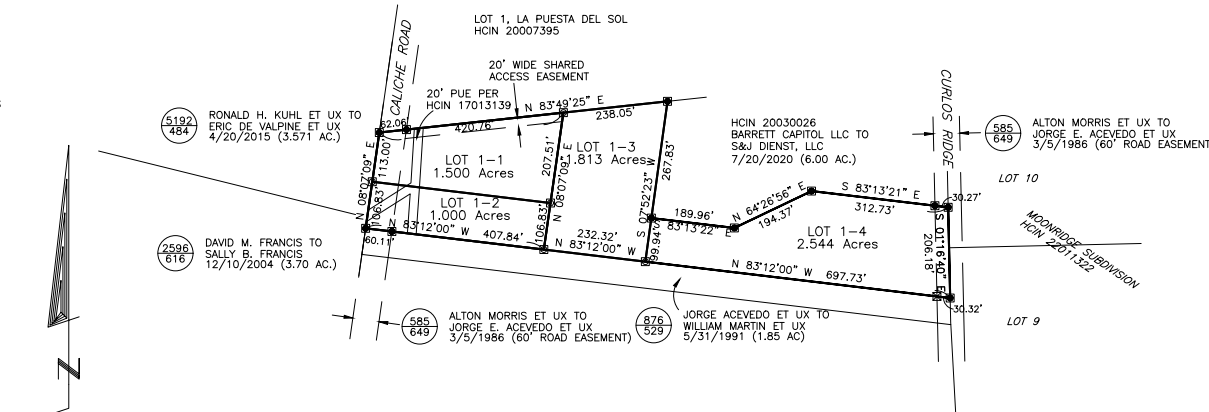
STATE OF TEXAS *
 COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN HAYS COUNTY INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
 HAYS COUNTY, TEXAS



ORIGINAL CONFIGURATION,
 LOT 1 HOME CAMP SUBDIVISION,
 HAYS COUNTY INSTRUMENT
 NUMBER 17013139



ORIGINAL SCALE
 1" = 200'

LEGEND

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "STAUDT SURVEYING"
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- UTILITY LINE, POLE AND GUY

REPLAT

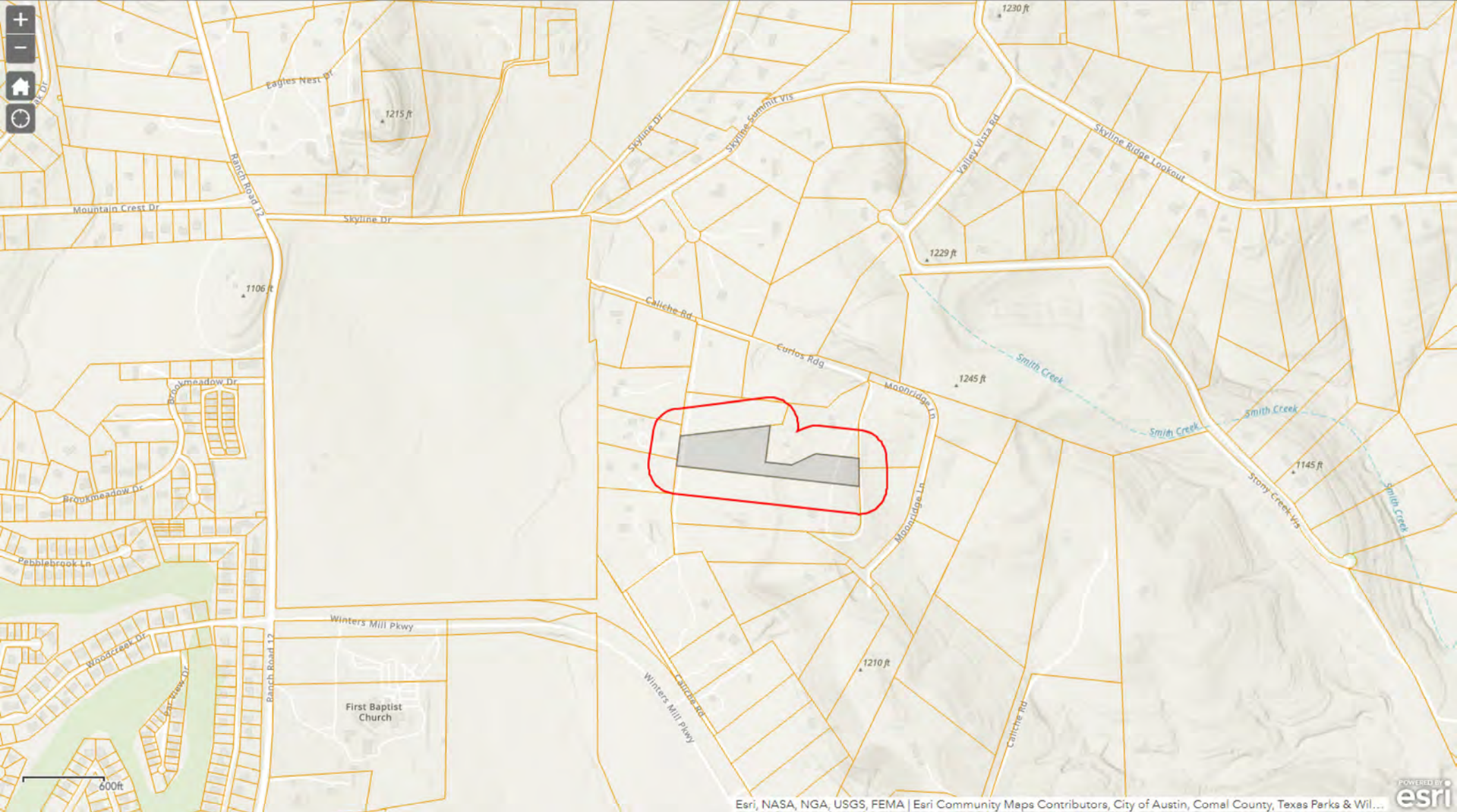
CLIENT: JOHNSTON, CAMERON
 DATE: 8/9/2023
 OFFICE: BANKS
 CREW: BANKS
 FB/PG: 794/28
 PLAT NO. 28205-23-c

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667
 PHONE 512-396-2270 FAX 512-392-2945
 FIRM NO. 10070500

REPLAT OF LOT 1, HOME CAMP
 SUBDIVISION, HAYS COUNTY, TEXAS





Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to order a general election for November 5, 2024. **BECERRA/DOINOFF**

Summary

See attached Order of Election.

Attachments

Order of General Election

**Order of General Election
(Orden de Elección General)**

An election is hereby ordered to be held on **November 5, 2024** in Hays County, Texas for the purpose of electing the following:

*Por la presente se ordena que se lleve a cabo una elección el **día 5 de noviembre de 2024**, en el Condado de Hays, Texas, con el propósito de elegir a los siguientes:*

President, members of congress, members of the legislature, and state, district, county and precinct officers.

Presidente, miembros del congreso, miembros de la legislatura, y oficiales del estado, distrito, condado y del precinto.

For early voting, a voter may vote at any of the locations listed below:

Para la votación anticipada, un votante puede votar en cualquiera de los lugares enumerados a continuación:

Early Voting: Monday, October 21 – Tuesday, November 1, 2024

Monday, October 21 – Friday, October 25	9 a.m. – 6 p.m.
Saturday, October 26	7 a.m. – 7 p.m.
Sunday, October 27	12 p.m. – 6 p.m.
Monday, October 28 – Wednesday, November 1	7 a.m. – 7 p.m.

<u>Election Day: Tuesday, November 5, 2024</u>	7 a.m. – 7 p.m.
--	-----------------

Jennifer Doinoff, Elections Administrator: (512) 393-7310

Applications for ballot by mail shall be mailed to:

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

Jennifer Doinoff
120 Stagecoach Trail
San Marcos, Texas 78666-5268

Applications for ballots by mail must be received no later than the close of business on **October 25, 2024**.

*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el **día 25 de octubre de 2024**.*

Federal postcard applications must be received no later than the close of business on **October 25, 2024**.

*Las solicitudes de tarjetas postales federales deberán recibirse no más tardar de las horas de negocio el **día 25 de octubre 2024**.*

Issued this the _____ day of _____, 2024.

Emitida este día _____ de _____ de 2024.

County Judge Ruben Becerra
Signature of County Judge (*Firma del Juez del Condado*)



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to adopt the early voting locations and schedule for the November 5, 2024, General Election. **BECERRA/DOINOFF**

Summary:

Approve the submitted locations and schedule. The locations and schedule comply with statutory requirements. Sunfield Station will require payment of \$1,600 for the use of their facility during Early Voting and Election Day.

Fiscal Impact:

Amount Requested: 1,600.00

Line Item Number: 002-655-00.5446

Budget Office:

Source of Funds: Election Contract Fee Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments: PO will be required for the Sunfield Location to comply with Purchasing Policy

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

EV Polling Locations and Schedule



November 5, 2024 Uniform Election

Early Voting Locations

Main Early Voting Site: **Hays County Elections Office**



Jennifer Doinoff, Elections Administrator: (512) 393-7310

Oct
Nov.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 20	21 Early Voting 9 am – 6 pm	22 Early Voting 9 am – 6 pm	23 Early Voting 9 am – 6 pm	24 Early Voting 9 am – 6 pm	25 Early Voting 9 am – 6 pm	26 Early Voting 7 am – 7 pm
27 Early Voting 12 pm – 6 pm	28 Early Voting 7 am – 7 pm	29 Early Voting 7 am – 7 pm	30 Early Voting 7 am – 7 pm	31 Early Voting 7 am – 7 pm	November 1 Early Voting 7 am – 7 pm	2
3	4	5 ★ Election Day 7 am – 7 pm	6	7	8	9

Early Voting

San Marcos

✓	Broadway Polling Location (1)	401 Broadway Street #A
✓	Hays County Elections Office (3) Main Early Voting Site	120 Stagecoach Trail
✓	LBJ Student Center, (1) Texas State University	301 Student Center Drive

Early Voting

Buda

✓	Buda City Hall – Multipurpose Room (4)	405 East Loop Street, Building 100
✓	Sunfield Station (2)	2610 Main Street

Early Voting

Kyle

✓	HCISD Academic Support Center (2)	21003 Interstate 35 Frontage Road Building A, Room #1220
✓	Kyle City Hall (2)	100 West Center Street
✓	Main Office, HCISD Transportation (1)	2385 High Road, Umland
✓	Yarrington – Hays County Transportation Department (1)	2171 Yarrington Road

Early Voting

Wimberley

✓	Texan Academy at Scudder – Gym (3)	400 Green Acres Drive
✓	Wimberley Community Center – Johnson Hall (3)	14068 Ranch Road 12

Early Voting

Dripping Springs and Austin

✓	Dripping Springs Ranch Park (4)	1042 Event Center Drive
✓	Patriots’ Hall of Dripping Springs (4)	231 Patriots’ Hall Boulevard (formerly listed as 3400 East US 290)

Pct 1 – 4
 Pct 2 – 3
 Pct 3 – 3
 Pct 4 – 3
 Total: 13



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve the appointment of Judges, Alternate Judges, and Early Voting Ballot Board members for the November 5, 2024, General Election. **BECERRA/DOINOFF**

Summary

The Hays County Election Board met on July 24, 2024, to provide their lists for these positions according to TEC 87.002. The list is provided in the backup document.

Attachments

List for General Election

LIST OF PRESIDING AND ALTERNATE JUDGES

I, Jennifer Doinoff, Elections Administrator of

Hays County do hereby submit the following persons

for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs or as recommended by me if no list(s) were submitted timely by party chairs.

<u>Polling Location</u>	<u>Judge</u>	<u>Alternate Judge</u>
Hays County Broadway	Rose Brooks	Mike Lee
Dunbar Center	Nicholas Hoover	Lora DeWolfe
HCISD Main Trans. - Uhland	Larry Hanson	John Enterline
Sinai Pentecostal Church	Sidney Braverman	Karen Molica
Texas State LBJ Student Center	Aart Millecam	Enrique Ospina
San Marcos Housing Authority	Andrea Maxwell	Ben Broughton
Centro Cultural de Hispano	Mark D'antoni	Marc DeBerardino
Simon Middle School	Mary Helen Frazier	Liliana de Lima
Calvary Baptist Church	Mary Alice Debow	Larry Mock
San Marcos Public Library	Shirley Ogletree	Cathryn Reader
Yarrington Transportation	Karen Enterline	Vikie Simpson
Sunfield Station	Delfina Proctor	Lisa Brown
Hays County Pct. 2 Office	Susan Best	Randy Hunt
HCISD Academic Support Center	Richard Gonzales	Kathy Young
HCISD Child Nutrition Center	Jana Grimes	Sam Guzman
Kimbro Kyle Elementary	June Johnson	Mike Guerra
ACC Hays Campus	Vanessa Westbrook	Gilbert Arismendez
Kyle City Hall	Mike Rubsam	Dustin Bryant
Kyle Public Library	Melissa Ronson	Stacy Coon
Philomena Assisted Living Center	George Vanderhule	Linda Rodriguez
Texan Academy	Gary Pigg	Tracy Sites
Hays County Election Office	Mary Alice Moreno	Robert McMillan
First Baptist Church	Stephen Belans	Scott Morse
Fire Station # 5	Curtis Wayne Taylor	Richard Cusson
La Cima	Robert Hernandez	Delysia Moore
Wimberley Community Center	Judy Dunn	Mary Skillman
Wimberley VFW 6441	Patricia Nilsson	Jerry Sugerman
Brookdale	Katherine Hansen	Raney Southerland
Promiseland Church	Stephen Jones	Alice Olmstead
Henly Fire Station	Kevin Pata	Cathy Carriker
South Hays Fire Station #12	Madonna Kimball	Ronald Carman
Carpenter Hill Elementary School	Gerald Haschke	Bill Hubbard
Buda Oaks Assisted Living Center	Katheryn Roberts	Linda Burns
Driftwood Community Center	Dale Nave	Beverly Lawrence
Southern Hills	Stephanie Jamail	Blinda E. Irby
DS Ranch Park # 1	Mary Clarkson	Rosaura Gomez
DS Ranch Park #2	Andrienne Satterfield	Sharon Hudson
Belterra Centre	Cindy Dally	Barbara Story
Hays County Pct. 4 Office	Rick Brennes	David Palmer
Patriots Hall	Lucinda Kapral	Glenn Bridges
Hays Hills Baptist Church	Mike McKie	Mindy Webber
Buda Upper Campus	Myron Mattison	Janine Smalley
Buda City Hall	Larry Thompson	Ethel Queen

Alternates

Deanna Blake

Mahlin Musgrove

Early Voting Ballot Board Members appointed at the Hays County Election Board Meeting on July 25, 2024, by the Party Chairs of the County Republican, Democratic and Libertarian Parties:

Democrat (31)

Carla Baze, Lesley Lester, Susan Ishibashi, Theresa Kilday, Charles Tubbs, Richard Cronshey, Wayne Taylor, Jonathan Cox, Jeannie Lewis, Maria Lucio, Jim Pendergast, Charles Ellis, Diann McCabe, Vanessa Westbrook, Judy Burns, Bill Burns, Linda Rodriguez, Lori Moya, Linda Nichols, Lizbeth Dobbins, **Jon Leonard (Judge)**, Gerald Haschke, Donna Haschke, Nicholas Hoover, Maria Lucio, Linda Burns, Shannon Fitzpatrick, Jason Hillman, Mike Barker, Shelley Barker, John Hatch

Republican (35)

Alaina (Montes) Carter, Shelley Logan, Steve Thompson, Tony Palmeri, Brian McAuliffe, Jim Kuykendall, Allison Cook, Anita Murphy, Bridget Powel, Janie Frere, Chelsea Collie, Cheryl Coats, Cheryl Serven, Christine Johnson, Cordelia Garza-Gongora, David Boyd, Diana Boyd, Florence Adamson, George Clement, Glenna McIntyre-Speed, Harry Taylor, Jan Sugarman, Jeffrey Usakewicz, Jerry Sugarman, John Corbett, Leigh Napier, Linda Schaffner, Lucy Trainor, Mike O'Dell, Nikola Mirialakis, Pam, Eakin, Rod Anthony, Scott Stevens, Steve Eakin, Debbie Adams, **Michelle Lopez (Alt. Judge)**

Central Count Appointees

Tabulation Supervisor – Jeff McGill
Central Count Station Manager – Jennifer Doinoff
Central Count Station Democratic Judge – Jon Leonard
Central Count Republican Alternate Judge – Brian McAuliffe

Alternates for Central Count: Judge - Lizbeth Dobbins and Alternate Judge - Jim Kuykendall

Approval Party Chair: _____ Date: _____
John Hatch

_____ Date: _____
Dr. Michelle Lopez



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to establish the central count station for the November 5, 2024, election and name the Tabulation Supervisor and the Central Count Station Manager. . **BECERRA/DOINOFF**

Summary

Under TEC 127.007, the authority that ordered the election shall establish a Central Count Station for the election.(a) The authority establishing a central count station shall appoint a manager of the station. Except as otherwise provided by this section, the eligibility requirements prescribed by this code for precinct election judges apply to a person appointed under this section. Under TEC 127.002 and 127.003, the authority that ordered the election shall appoint the Central Count Station Manager and Tabulation Supervisor. The following persons are recommended to be appointed to these positions:

Tabulation Supervisor - Jeff McGill

Central Count Station Manager - Jennifer Doinoff



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve Joint Election Agreements for the November 5, 2024 General Election for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002. **BECERRA/DOINOFF**

Summary

The following jurisdictions will contract with the Election Administrator for the November 5, 2024 General Election:

City of Austin
City of San Marcos
City of Kyle
City of Buda
City of Woodcreek
City of Mountain City
Wimberley ISD
Austin Community College
Hays Trinity Groundwater Conservation District
Edwards Aquifer Authority
Dripping Springs Library
Wimberley Library
San Marcos CISD

Attachments

Sample - Joint Election Agreement

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF SAN MARCOS

This Joint Election Agreement (“Agreement”) is entered into on July 30, 2024, between the **LPS Name**, (the "LPS") **LPS Address** and Hays County (the "County"), 120 Stagecoach Trail, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2024 through July 2025.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the “Officer”) in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2024 through July 2025.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 120 Stagecoach Trail, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 120 Stagecoach Trail, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 120 Stagecoach Trail, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USB's are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000-dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2024 and end on July 31, 2025.

Section 12. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
120 Stagecoach Trail, San Marcos,
Texas 78666

LPS
LPS Clerk's Office
Street Address
City, Texas Zip

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of August, 2024

Hays County Elections Administrator

LPS

Jennifer Doinoff
Elections Administrator

Signed
LPS Manager

Attest:

Attest:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Judge Elaine Brown

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize a salary exception to step 5 for the Mental Health Court Caseworker slot 0442-001 in the County Courts at Law, Mental Health Court Division, effective August 1, 2024. **BECERRA/BROWN**

Summary:

The County Courts at Law has a candidate for the Mental Health Court Caseworker position that has several years of relative experience and a masters' degree. The County Court at Law Judge's met with the Compensation Committee on July 16th and the Committee unanimously agreed with the requested salary level. Due to the position grade within our salary chart and per the current salary exception policy, Commissioners Court approval is required.

Fiscal Impact:

Amount Requested: \$1,122 (FY24)
\$6,731 (annually)
Line Item Number: 011-763-99-161]

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: No
Comments: Salary savings are available to fund this request due to attrition.

Gr. 116-Step 5	\$	49,714	
Base Salary	\$	44,170	
Difference	\$	5,544	
Fringe	\$	1,187	
Total Cost	\$	6,731	
FY24 (eff 8/1/24)	\$	1,122	

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the execution of an Amended Professional Services Agreement with HDR Architecture, Inc. related to the Government Center. **SHELL/T.CRUMLEY**

Summary:

On July 19, 2022, Hays County entered into a Professional Services Agreement with HDR, Architecture, Inc. (HDR) to develop a long-term master plan for the Hays County Government Center. Since that time, additional departments have been created, there have been changes in leadership, departments have moved out of the building and other modifications have been identified. HDR is being asked to revise the master plan to include these departments among other changes to the Government Center. HDR will work with new leadership and the project management team to ensure that efforts are not duplicated with any other ongoing county projects.

Attached: Amendment to PSA
Original PSA

Fiscal Impact:

Amount Requested: \$96,141
Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: The Court budgeted funds in County-Wide during the annual budget process for misc. project improvements.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Executed PSA 7.19.22 Commissioner Court, Professional Services 262.024 (a)(4)

Auditor's Office:

G/L Account Validated Y/N?: Yes, Misc Capital Improvements
New Revenue Y/N?: N/A
Comments:

Attachments

First Amendment
Professional Services Agreement

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND
HDR ARCHITECTURE, INC.

This First Amendment to the Professional Services Agreement (“Amendment”) executed on or about the 19th of July, 2022 is made this 30th day of July, 2024, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and HDR Architecture, Inc (hereinafter referred to as “HDR”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

The following section(s) are amended and restated:

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor’s rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractor’s rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed ~~Two Hundred Thirty One Thousand dollars (\$231,000 USD)~~ Three Hundred, Twenty-Seven Thousand, One Hundred, Forty-One dollars (\$327,141.00 USD) for the Work under this Agreement.

FORMER EXHIBIT A SHALL BE REPLACED WITH THE ATTACHED EXHIBIT A – SCOPE OF SERVICES.

FORMER EXHIBIT B SHALL BE REPLACED WITH THE ATTACHED EXHIBIT B – FEE SCHEDULE.

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 First Amendment to the Agreement hereby executed this 30th day of July, 2024, as is evidenced by the authorized signatures of the Parties, below.

HDR ARCHITECTURE, INC.

HAYS COUNTY

NAME:
TITLE:

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK

EXHIBIT A - SCOPE OF WORK



June 26, 2024

Tammy Crumley
County Operations Manager
Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666

Dear Tammy,

Based on the direction from Commissioner's Court, this is a revised proposal to include Options.

We are humbled that Hays County has contacted HDR to revisit the Government Center Master Plan. As you have noted, an election can change dynamics and approaches.

Summarizing the conversation you, Halden Tally and John Niesen had on Friday, April 12 about this work effort, key items that we heard included:

- Revisit spatial needs of departments that are new or have had changes to leadership and/or staffing, namely District Attorney, District Court, Budget Office, Purchasing, Pre-Trial Services and Constable.
- As part of the discussion with these departments, tour their existing spaces and offer some suggestions if their existing space could be used more efficiently.
- Elections and IT have moved out of the building, but the other departments are to remain.
- The original planning goals of assessing growth needs for short term, 10 years, and 20 years as well as parking still apply.

Based on conversations you have had this week with Chris Casey, we are also including Option 2 to account for the possible relocation of building entry screening to in front of the elevators and grand stair.

Our recommended work plan is like before, as follows.

PROCESS for BASE SCOPE AND ESTIMATED TIMELINE

Initiation/Data Collection

- One week after NTP
 - Conduct a project admin Kick off with Owner's Project Manager
 - Review the type and format of information to be included in the final work product to align expectations.
 - Establish Owner's stakeholders, HDR participants and lines of communication.
 - Review schedule and set the dates and attendees for the department interviews and Design Workshop meetings.
- Week 2 - 3
 - Meeting to interview selective department heads (6) for projected growth of staff and support facilities to develop a program (fee based on one (1) meeting with each department over a 1-day agenda). Tour those departments afterwards. Parking requirements will be asked of each department during interviews.
 - HDR will update the programming document with new information gleaned from these department interviews.

Week 4 -6 – Prepare for Design Workshop

- Provide draft programming document to Owner prior to Workshop for review.
- HDR will prepare a couple options for potential department redistribution, reconfiguration and/or building expansion to bring to the Design Workshop.

Preview

- Week 7 - Conduct a Design Workshop (in person meeting at GC)
 - Owner's and Design Team representatives meet for a focused work session.
 - HDR to summarize initial interview outcomes.
 - HDR to present possible redistribution and expansion options.
 - Entire team to come to consensus on planning direction and documented for the Master Plan deliverable.
- Week 8 – 10
 - HDR will assimilate Workshop information and program into a draft Master Plan document.
 - HDR provides draft electronic deliverable to Owner.

Review

- Week 11-12
 - Owner reviews draft Master Plan with internal stakeholders and provide comments to HDR within 2 weeks.
- Week 13- 14
 - Owner and HDR review and discuss requested revisions during a virtual meeting.
 - HDR incorporates revisions and sends to Cost Estimator.

Pricing (Week 15 – Week 18)

- Third party cost estimator will produce budgetary information for the selected solution.
- HDR will review and provide commentary to estimator, where necessary, for correction.

Endorse (Week 19 – 20)

- HDR will add the cost estimate information to the final report and present to Commissioner's Court.
- Owner approves final report.

DELIVERABLES

Draft Master Plan for Review and Final Master Plan will be formatted to 11 x 17 paper size, if printed.

The draft Master Plan will include the following:

- Final Programming document that lists area needs for all departments and spaces in building.
- 2D and 3D site block diagrams from REVIT showing the approved solution/diagram discussed in Design Workshop. 3D perspectives to show massing and be block diagrammatic only, devoid of architectural character development.
- Budgetary Cost Estimate from a third-party cost estimator, based on per-square-foot estimating.
- Appendix with additional information from the exercise.

BASE SCOPE NOT-TO-EXCEED AMOUNT

\$ 96,141

- The fee and any option(s) assume that the agreement with Owner will be the format and wording used for the original Master Plan. This was a cost + expenses invoiced hourly with a Not-To-Exceed (NTE) maximum amount. If additional scope is added or needed through the course of the project, HDR will discuss increasing the NTE amount with the Owner prior to proceeding with said additional scope.
- We anticipate incurring costs for in-house printing. This is included in the NTE amount.
- We have assumed that all deliverables will be electronic, and no printing for deliverables is currently included in the fees proposed.
- Travel is included for departmental interviews, the Design Workshop and Commissioner's Court presentation. *All other meetings and presentations shall be held virtually.*
- Fee for the third-party Cost Estimator is included in the NTE amount above, is a lump sum, and will be paid and invoiced as such.

OPTION 1 ADDED SCOPE NOT-TO-EXCEED AMOUNT \$ 49,107

This is for an optional layout solution of the Government Center if non-court-related departments are relocated outside of the building.

- Will include forecast of parking impact due to this shift.
- Includes a separate cost estimate of this option. If Owner decides on one solution prior to cost estimating, then only one cost estimate will be needed and invoiced.
- Assumes this Option will be exercised and performed at the same time as the Base Scope.
- No additional meetings or travel are anticipated nor have been included in this amount.
- The possibility exists that the Owner will determine up front that the future of the Government Center is only for court-related departments and not want to explore retaining all departments in the building, as the Base Scope includes. If this happens prior to starting the project, this Optional Scope item will not be necessary, and the project – with this new direction – could be accomplished for the Base Scope amount.

OPTION 2A ADDED SCOPE NOT-TO-EXCEED AMOUNT \$ 29,175

This is for an initial design concept of relocating the building entry security screening to the area in front of the elevators and grand stair.

- Includes one on-site meeting between our Project Manager and Hays County's Sheriff security staff, Facilities Director, and Operations Director to listen to ideas that have been discussed and determine the best path forward.
- One follow-up virtual meeting will be held to review an initial draft concept.
- Includes a separate budgetary-level cost estimate of this option.
- Two interior renderings are budgeted for this scope.
- No additional meetings or travel are anticipated nor have been included in this amount.
- Disciplines anticipated include architecture, interior design, low voltage/electronic security, and electrical engineering. At this level, each discipline would need to prepare a short Basis of Design narrative to inform the cost estimator about their anticipated scope of work.
- Anticipated duration of this Option is six (6) weeks.

OPTION 2B ADDED SCOPE NOT-TO-EXCEED AMOUNT \$ 66,350

This is to provide Construction Documents for relocating the building entry security screening to the area in front of the elevators and grand stair.

- Includes one virtual meeting to discuss details as the design is developed.
- Assumes the construction documents are to be prepared for a bid situation, rather than a Construction Manager at Risk.
- Disciplines anticipated include architecture, interior design, low voltage/electronic security, and electrical engineering.
- No additional cost estimate is included.
- No additional meetings or travel are anticipated nor have been included in this amount.
- Anticipated duration of this Option is four (4) weeks.

OPTION 2C ADDED SCOPE

This is to provide professional services support during the Authorities-Having-Jurisdiction (AHJ) Review/Bid Phase and the Construction Administration Phase. Anticipated activities might include:

- Meeting with AHJs, responding to review comments, incorporating review changes into the documents.
- Attending a pre-bid conference.
- Responding to bidder questions and/or assembling any required addenda.
- Reviewing submittals, requests for information, attending project meetings, visiting the site during construction, confirming construction completion punch list, verifying Contractor closeout documentation, issuing Substantial Completion and Final Completion documentation, supplying record documents, etc.
- The scope of these phases can be defined later and invoiced on a time and materials basis per the stipulations in the agreement.

CLARIFICATIONS

- As before, the Owner will coordinate department heads to interview and locations to meet.
- Exact schedule is dependent upon ability to coordinate with entities outside of the design team and working around holidays and vacations.
- Note that this proposal's rate will remain in effect for 60 calendar days. If a contract is not executed within that timeframe, we retain the right to revisit the proposal.

Thank you for the opportunity to revisit the Government Center Master Plan and provide an option for additional work in the building. We look forward to continuing to partner with you.

Sincerely,
HDR Architecture, Inc.

A handwritten signature in black ink, appearing to read 'Chad Anderson', with a long horizontal flourish extending to the right.

Chad W. Anderson
Vice President

cc: Halden Tally, John Niesen, Kimberly Little, Chris Casey

EXHIBIT B - FEE SCHEDULE

HDR Architecture, Inc.
2024 Hourly Rates / Hays MP

PERSONNEL TITLE	
Managing Principal	\$318.00
Justice Principal	\$307.00
Project Principal/Commercial Manager	\$280.00
Project Manager	\$238.00
Sr. Administrative/Project Accountant	\$151.00
Project/Design Coordinator	\$130.00
Sr. Interior Designer	\$173.00

* Rates are subject to an annual increase at the start of each calendar year

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **HDR Architecture, Inc.** (hereinafter “Contractor”), whose primary place of business is located at 8750 N. Central Expressway, Suite 100, Dallas, Texas 75231-6431, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 19th day of July, 2022 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Develop a long-term master plan for the Hays County Government Center at different planning horizons (immediate needs, short term, 10 years and long term, 20 years). HDR will interview departments, gather space projections and parking lot needs and develop conceptual plan solutions and then provide a high-level cost estimate for initial building program. The plan may include a storm water management study as an add option.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Tammy Crumley and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work for each as-needed project shall be completed on a timeline that is agreed upon in advance of project commencement by the Parties (hereinafter the “Completion Date”). In the event Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor’s rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractor’s rate schedule, which shall be used to calculate monthly invoice amounts under this

Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Two Hundred Thirty-One Thousand dollars (\$231,000 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: General Counsel, 111 E. San Antonio, Suite 202 San Marcos, Texas 78666; <mark.kennedy@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

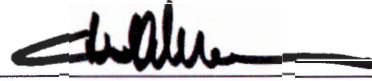
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.



Hays County, Texas

By: Ruben Becerra

Hays County Judge



HDR Architecture, Inc.

By: Chad Anderson

Authorized Representative

Title

ATTEST: Madison A. H. Deputy

Elaine Cardenas, MBA, PhD

Hays County Clerk



EXHIBIT A-1

Scope of Work



July 15, 2022

Tammy Crumley
Director of Countywide Operations
Hays County Government Center
712 South Stagecoach Trail, Ste. 1045
San Marcos, TX 78666

Dear Tammy,

Thank you for meeting with us late last year to discuss how to optimize use of the Hays County (HC) Government Center. We provided a proposal to in December 2021 and have recently been requested to send an update. Please review the information within and let us know if you have any questions.

Key items that we heard during our November 16 meeting were:

- County wants to look at growth needs for every department in the Government Center (GC) at different planning horizons, e.g. short term, 10 years and long term, 20 years
- The immediate need is regarding a new District Court (DC) Judge at the beginning of next year.
- Collegial chambers and scheduled courtrooms are not an option.
- The County Court at Law (CCL) will be expecting another judge early next year also.
- DC Clerk has been good about converting files to be digital. CCL Clerk is behind in this regard.
- Elections and IT will be vacating the Govt Center. Elections currently uses the Conference Center and Fitness Center on Level 1 for storage. Once vacated, this space will remain open/flexible until we have had the opportunity to evaluate each department's need for space.
- Public Defender is a department that may be added. They may be housed at the Jail and not need space at GC.
- Investigation of other potential future departments either being required by the state or county should be included, e.g. Domestic Relations Office (DRO).
- No real estate analysis needed for this scope. If recommendation is for a department to relocate from the GC, County will handle finding a location.
- No court technology study needed for this scope; system was recently upgraded.
- Existing building systems may be reaching their end of life and each may have expansion limitations. A thorough building systems analysis is *not presently included in this fee proposal*.
- County is open to a mixture of renovations and building expansions on the site.
- Parking will need to be studied. Currently there is not enough, especially on jury call days (Monday and Tuesday). City allows limited parking on Stagecoach, but it is not enough to mitigate demand.
- Child Protective Services (CPS), Attorney General (AG) and Drug Court are special dockets that don't require a courtroom full-time but still require space.
- The County is not renewing the City's lease for Municipal court space.
- No space for CASA needed in the master plan.
- Might be wise to include a storm water management study in this master plan. Currently Wonderworld Dr. and the parking lots flood. *This is listed as an Add Option fee with attached scope.*

We have established a scope of work to interview departments, gather space projections and parking needs and develop conceptual plan solutions and then provide a high-level cost estimate for an initial building program. Below is our fee proposal with recommended process and timeline.

PROCESS for BASE SCOPE AND ESTIMATED TIMELINE

Initiation/Data Collection

- One week after NTP
 - Conduct a project admin Kick off with Hays County Project Manager
 - Define the type and format of information to be included in the final work product to align expectations
 - Establish HC stakeholders, HDR participants and lines of communication
 - Review schedule and set the dates and attendees for the department interviews and Design Charrette meetings
- Week 2 - 3
 - Meeting to interview each department head for projected growth of staff and support facilities to develop a program (fee based on one (1) meeting with each department over a 3-day agenda). Tour departments as needed. Parking requirements would be asked of each department during interviews.
 - HDR will collect information from department interviews into one programming document. This would be the basis for a Design Charrette

Week 4 -6 – Prepare for Design Charrette

- Update architectural backgrounds and site plan as necessary for use during Design Charrette
- Provide draft programming document to client prior to Charrette for review
- HDR to develop initial planning concepts (up to three (3))

Preview

- Week 7 - Conduct a Design Charrette (in person meeting at GC)
 - Owner's and design team representatives meet for a focused work session
 - HDR to present initial interview outcomes
 - HDR to present initial planning concepts
 - Entire team to come to consensus on planning direction to be documented for the Master Plan deliverable
- Week 8 – 10
 - HDR will assimilate charrette information and program into a draft master plan document
 - HDR provides electronic deliverable of draft to Owner

Review

- Week 12-13
 - Owner review draft master plan with internal stakeholders and provide comments to HDR within 2 weeks
- Week 14- 15
 - Owner and HDR review and discuss requested revisions during a virtual meeting
 - HDR completes revisions and sends to Cost Estimator

Pricing (Week 16 – Week 20)

- Third party cost estimator will produce master plan-level budgetary information for the selected direction
- HDR will review and provide commentary to estimator where necessary for correction

Endorse (Week 21 – 22)

- HDR will add the cost estimate information to the final report and present to the Owner in a virtual meeting
- Owner approves final report

DELIVERABLES

Draft Master Plan for Review and Final Master Plan are envisioned to be 11 x 17 format size, if printed. The draft master plan will include the following:

- Final Programming document that lists area needs for all departments and spaces in building
- 2D and 3D site block diagrams from REVIT showing the approved solution/diagram discussed in Design Charrette
- Budgetary Cost Estimate
- Appendix with the solutions discussed during Design Charrette

BASE SCOPE FEE

\$155,000, including expenses

We anticipate incurring costs for in-house printing. This is included in the fees. However, we have assumed that all deliverables will be electronic and no printing for deliverables is currently included in the fees proposed. In order to reduce travel costs, we have budgeted for in-person meetings for departmental interviews and the Design Charrette only. *All other meetings and presentations shall be held remotely.*

ADD OPTION FEES

Storm water management study – See attached detailed scope; Add \$76,000, including expenses

Additional Presentations - If presentations to Commissioner’s Court or other groups outside of the above scope are desired, these can be accomplished by request. These will be invoiced at a fee of \$2,800 per person, per trip/presentation, including expenses.

CLARIFICATIONS

- The team anticipates being provided sufficient drawings as a starting point for architectural options for anything modified at the GC since 2011.
- Exact schedule is dependent upon ability to coordinate with entities outside of the design team and working around holidays.
- The fees within are based on an assumption that the agreement with Hays County will be an AIA B104 Standard Abbreviated Form of Agreement, edited for the scope defined in this proposal. Note that this proposal’s rate will remain in effect for 60 calendar days. If a contract is not executed within that timeframe, we retain the right to revisit the proposal.
- The fee proposed within is based on 2022 rates. If the project scope is extended into 2023 we retain the right to request additional services for an extended schedule.
- See attached Terms and Conditions

Hays County is seeking to embark on a long-term master plan for their Government Center. Planning for the future requires an open mind to look beyond what one is currently doing and to invite an outside party in to give an unbiased account of current operations and a potential future direction based on what they hear and observe. Congratulations for taking this first step.

Additionally, we believe that master plans are dynamic not static, and that their implementation depends upon an ever-changing sea of funding, political leadership and opportunities. Plans should be living documents, updatable by your staff long after we have finished our work. Since we involve Owner representatives every step of the way, no decision is made in a silo, and there is buy-in along the way.

HDR is extremely excited about the prospect to partner with Hays County on this journey, and we hope you give us the opportunity to do so.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Anderson', with a long horizontal flourish extending to the right.

Chad W. Anderson, AIA LEED AP
Authorized Representative, Managing Principal

cc: Halden Tally, John Niesen, Kimberly Little



July 14, 2022

Optional Add Service - Stormwater Management Study for Hays County

Task 1 – Creek Flood Evaluation

Currently Wonderworld Drive and the parking lot flood. The source of this flooding may be from overflow from Willow Springs Creek. Willow Springs Creek runs along the southeast boundary of the government center site. During large storm events, additional flooding may occur from Purgatory Creek which runs along the northern edge of a hay field adjacent to the site. The floodplain for both creeks are designated by FEMA as Zone AE with a regulatory floodway. The objective of this stormwater management study would be to determine the source of the reported parking lot flooding, and to estimate the frequency, extents, and depth of potential flooding.

Study Scope:

- HDR to obtain as-built information nearby waterway crossings and review the effective regulatory hydrologic and hydraulic models for Willow Springs Creek and Purgatory Creek.
- Precipitation and Runoff Analysis - HDR to update the effective hydrologic model to reflect NOAA Atlas 14 rainfall data. No other updates will be made to the hydrologic model.
- Floodplain Analysis - HDR to develop a 2D hydraulic model using HEC-RAS (version 6.0 or newer) for an area containing the 500-year for Purgatory Creek and Willows Springs Creek from just upstream of Ranch Road 12 to just upstream of Guadalupe Street.
- HDR will perform up to one site visit to inform the hydrologic and hydraulic model assumptions. Site visit will include two staff and are assumed to require one day in the field plus pre- and post-processing efforts in the office.
- HDR to document the assumptions, findings, and recommendations of this study in a drainage report.

Deliverables:

- HEC-HMS and HEC-RAS update model files
- Flood inundation rasters for various storm events analyzed
- Draft drainage report in PDF format
- Final drainage report in PDF format

Assumptions:

- 2D terrain mesh will be developed from 2017 Central Texas LiDAR digital elevation model (50 cm resolution).
- 2D mesh cells will be refined to appropriately capture details of the underlying ground surface including high/low ground, ditches, roads, and other structures.
- No local storm drain systems will be modeled.

- Bridge/culvert crossings will be incorporated into the 2D domain. If information from effective models does not reasonably reflect existing conditions. Only readily available as-builts will be obtained. If no as-builts are available field measurements will be used. No survey will be completed.
- Aerial images and field observations will be used to define Manning's roughness coefficients for 2D domain.
- Discharges from outside of the study area, as estimated in HEC-HMS, will be applied as inflow hydrograph boundary conditions to the 2D domain.
- HEC-RAS 2D model will be run for the 2-, 10-, 25-, 100-, and 500-year frequency storm events to develop inundation boundaries and flood depths rasters for the full array of frequency storm events.

Task 2 – Detention and Local Drainage Analysis

Expansion of the government center is proposed. The objective of this task will be to evaluate the impacts of the expansion on the existing storm drain system and detention facility and recommend drainage improvements to maintain compliance with local City of San Marcos and Hays County drainage criteria.

Study Scope:

- Data Collection - Obtain and review prior drainage analysis and design calculations. Perform up to one site visit to inform hydrologic and hydraulic assumptions and calculations.
- Hydrologic Calculations - Update the prior drainage area map and hydrologic calculations to represent the proposed development and Atlas 14 rainfall.
- Hydraulic Calculations – Update the prior hydraulic calculations to collect and convey runoff to the site detention facility. Determine site drainage improvements required to convey post-project runoff to the detention facility. Use StormCad for hydraulic calculations.
- Detention Analysis - Route the post-project runoff hydrograph through the existing detention pond storage and outlet works using HEC-HMS to determine impacts to the existing detention facility. Recommend improvements to the existing detention pond to mitigate any increased runoff from the post-project conditions to pre-project conditions, if necessary.

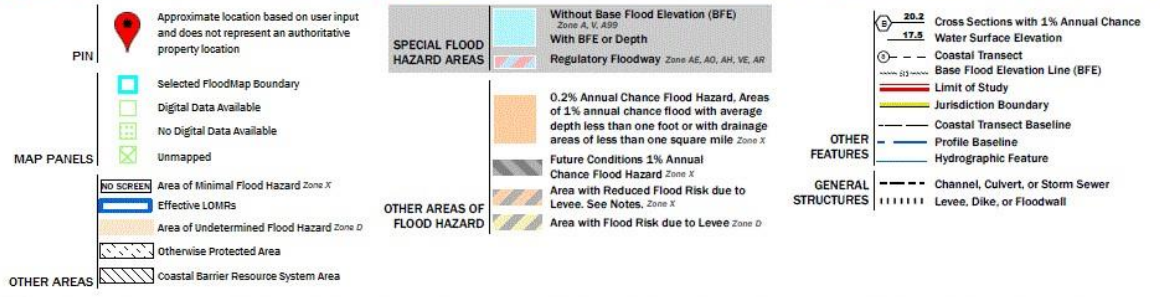
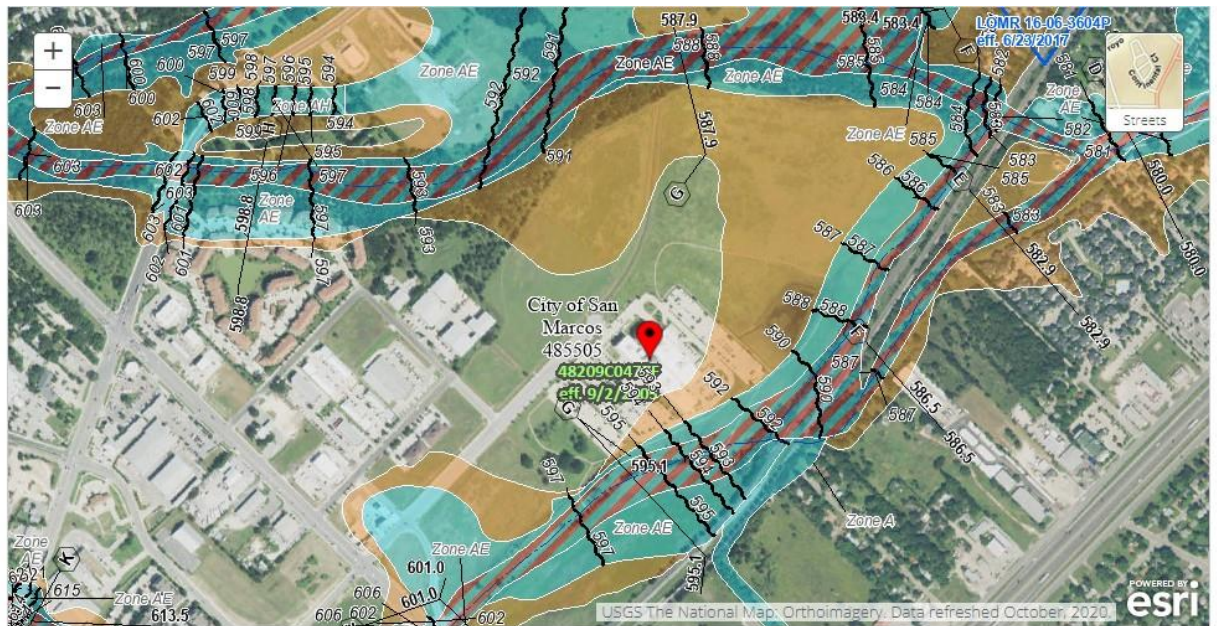
Deliverables:

- Draft and Final Drainage Report, including the following:
 - o Drainage Area Map - Prepare a drainage area map to depict drainage areas, time of concentration flow paths, points of discharge, land use, topography, existing and proposed improvements, and flood plain extents. Provide in PDF Format.
 - o Drainage Report - Prepare a drainage report with a narrative to describe the proposed improvements, watershed in which the project is located, methods to be used for handling stormwater runoff, justification for any exemptions from code requirements, an assessment of the impact of the development to upstream and downstream properties and facilities, source of floodplain information, and other relevant information to demonstrate compliance with local criteria. Provide in PDF Format.

- Drainage Calculations- Provide supporting calculations to support the adequacy of proposed stormwater improvements. Provide HEC-HMS and StormCad model files.

Assumptions:

- Only one post-project scenario will be evaluated.
- Prior drainage improvement plans and associated drainage report are available for review.
- Hydraulic evaluation will be based on as-built information. No survey of existing storm drain system proposed.



HDR Architecture, Inc.
Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional architectural, consulting and related services performed or furnished by ARCHITECT and its employees under this Agreement will be the care and skill ordinarily used by members of ARCHITECT's profession practicing under the same or similar circumstances at the same time and in the same locality. ARCHITECT makes no warranties, express or implied, under this Agreement or otherwise, in connection with ARCHITECT's services.

2. INSURANCE/INDEMNITY

ARCHITECT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ARCHITECT is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT. ARCHITECT agrees to indemnify CLIENT for third party personal injury and property damage claims to the extent caused by ARCHITECT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ARCHITECT are made on the basis of information available to ARCHITECT and on the basis of ARCHITECT's experience and qualifications, and represents its judgment as an experienced and qualified professional architect. However, since ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ARCHITECT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ARCHITECT prepares.

4. CONSTRUCTION PROCEDURES

ARCHITECT's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ARCHITECT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ARCHITECT shall not be responsible for the acts or omissions of the contractor or other parties on the project. ARCHITECT shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ARCHITECT beyond those set forth in this Agreement. CLIENT agrees to include ARCHITECT as an indemnified party in CLIENT's construction contracts for the work, which shall protect ARCHITECT to the same degree as CLIENT. Further, CLIENT agrees that ARCHITECT shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ARCHITECT's services are performed.

6. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. CLIENT will also provide copies of any standard details, standard specifications, or standard bidding documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ARCHITECT. CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional architectural and related services hereunder, it is understood by CLIENT that ARCHITECT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ARCHITECT, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by ARCHITECT.

7. SUCCESSORS AND ASSIGNS

CLIENT and ARCHITECT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ARCHITECT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ARCHITECT pursuant to this Agreement, are instruments of service with respect to the project. ARCHITECT retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ARCHITECT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ARCHITECT, and CLIENT will defend, indemnify and hold harmless ARCHITECT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ARCHITECT to further compensation at rates to be agreed upon by CLIENT and ARCHITECT.

9. TERMINATION OF AGREEMENT

CLIENT or ARCHITECT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ARCHITECT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ARCHITECT will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to ARCHITECT's invoices.

ARCHITECT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

CLIENT shall not withhold amounts from ARCHITECT'S compensation to impose a penalty or liquidated damages on ARCHITECT, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless ARCHITECT agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

CLIENT recognizes that late payment of invoices results in extra expenses for ARCHITECT. ARCHITECT retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of ARCHITECT's invoices are not paid when due, ARCHITECT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ARCHITECT are estimates to perform the services required to complete the project as ARCHITECT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ARCHITECT will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ARCHITECT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT represents to ARCHITECT that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ARCHITECT the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged

by both parties that ARCHITECT's scope of services do not include services related in any way to hazardous materials. In the event ARCHITECT or any other party encounters undisclosed hazardous materials, ARCHITECT shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and ARCHITECT may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ARCHITECT is performing professional services for CLIENT and that ARCHITECT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous

materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ARCHITECT's services under this Agreement. If ARCHITECT's services hereunder cannot be performed because of the existence of hazardous materials, ARCHITECT shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ARCHITECT, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ARCHITECT and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

CLIENT and ARCHITECT have evaluated the risks and rewards associated with this project, including ARCHITECT's fee relative to the risks assumed, and agree to allocate certain of the risks, so, to the fullest extent permitted by law, the total aggregate liability of ARCHITECT (and its related corporations, subconsultants and employees) to CLIENT is limited to the greater of \$50,000.00 or ARCHITECT's fee, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of ARCHITECT's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery. Neither party to this Agreement shall be liable to the other party for any special, incidental, indirect, or consequential damages.

18. LITIGATION SUPPORT

In the event ARCHITECT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ARCHITECT is not a party, CLIENT shall reimburse ARCHITECT for reasonable costs in responding and compensate ARCHITECT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. OPERATIONAL TECHNOLOGY SYSTEMS

CLIENT agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ARCHITECT are dependent upon CLIENT's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. CLIENT shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, CLIENT recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ARCHITECT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ARCHITECT does not guarantee that CLIENT's OT Systems are or will be impenetrable and CLIENT agrees to waive any claims against ARCHITECT resulting from any such incidents that relate to or affect CLIENT's OT Systems.

20. FORCE MAJEURE

ARCHITECT shall not be responsible for delays caused by factors beyond ARCHITECT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of ARCHITECT's services or work product, or delays caused by faulty performance by the CLIENT's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ARCHITECT's reasonable control occur, the CLIENT agrees that ARCHITECT shall not be responsible for damages, nor shall ARCHITECT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ARCHITECT's schedule and/or compensation if impacted by the force majeure event or condition.

EXHIBIT B

Fee Schedule

HDR Architecture, Inc.**2022 Hourly Rates**

PERSONNEL TITLE	
Subject Matter Expert	\$354.00
Managing Principal	\$294.00
Principal	\$284.00
Project Manager	\$220.00
Sr. Project Manager	\$287.00
Sr. Design Principal	\$336.00
Sr. Project Designer	\$267.00
Project Designer	\$225.00
Jr. Project Designer	\$140.00
Sr. Project Architect	\$225.00
Project Architect	\$162.00
Office BIM Manager	\$198.00
Sr. Project Coordinator	\$187.00
Project Coordinator	\$100.00
Sr. Architecture Planner	\$294.00
Sr. Interiors Designer	\$160.00
Interiors Designer	\$100.00
Sustainable Designer	\$200.00
Sr. Structural Project Engineer	\$266.00
Structural Project Engineer	\$177.00
Structural Drafter	\$122.00
Sr. Plumbing Designer	\$266.00
Sr. Mechanical Project Engineer	\$266.00
Mechanical Project Engineer	\$187.00
Mechanical EIT	\$122.00
Mechanical Project Coordinator	\$188.00
Mechanical Drafter	\$160.00
Sr. Electrical Engineer	\$283.00
Electrical EIT	\$144.00
Sr. Electrical Drafter	\$172.00
Security Designer	\$262.00
Electronic Security Specialist	\$149.00
Physical Security Specialist	\$219.00
Sr. Landscape Project Architect	\$283.00
Landscape Project Coordinator	\$108.00
Sr. Construction Contract Administrator	\$235.00
Construction Contract Administrator	\$193.00
Sr. Graphic Designer	\$144.00
Sr. Fire Protection Engineer	\$186.00
Equipment Planner	\$182.00
Steno Clerical	\$118.00
Sr. Administrative	\$139.00

* Rates are subject to an annual increase at the start of each calendar year

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. The Hays County Commissioners Court, by authorizing execution of this Professional Services Agreement, grants an exemption from the requirements of §262.023 of the Texas Local Government Code (TLGC), as provided by TLGC §262.024(a)(4).

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the execution of a Funding Agreement between Hays County, Wimberley Independent School District and Wimberley Youth Sports Association regarding the costs associated with the design and construction needed for the youth sporting fields and common areas. **SHELL**

Summary:

Please see the attached document.

Fiscal Impact:

Amount Requested: \$3,750,000.00 (2 year commitment)

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: The Court set aside \$4.5M in General Fund reserves for Park Projects during the FY24 budget process. \$2M was anticipated to be allocated to WYSA with the remaining \$1.75M to be budgeted as a use of reserves in FY25.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Diligence Funding Agreement, executed by Commissioners Court 7.11.2023

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Funding Agreement - WISD & WYSA

Operations and Maintenance

WYSA is generally obligated to operate and maintain the Project for the benefit of the public as detailed in the Lease Agreement and in the Joint Use Agreement. WYSA provides the best playing facilities and equipment possible so that the youth may have the opportunity to enjoy an injury free sport; and WYSA provides parents the opportunity for their children to participate in activities, learn fundamental skills, and support community youth activities so as to bring the community closer together.

Term

2.1 Term. The term of this Agreement shall be for twenty-five (25) years (or as extended by written agreement of the parties) and shall commence on the Effective Date, and the Term shall expire on the Expiration Date (as may be extended by the Renewal Option, the "Term"). The Expiration Date means the last calendar day of the twenty fifth 25th) year after the Effective Date, unless this Agreement is either: (i) sooner terminated pursuant to any applicable provision hereof in which event such date of termination shall be the "Expiration Date"; or (ii) extended by successive 5 year terms, in which event the last calendar day of the final Renewal Term shall be the "Expiration Date."

2.2 Renewal Term. Subject to the terms and conditions of this Agreement and provided that (i) this Agreement is in full force and effect and (ii) no default exists on either the date of exercise or on the date of commencement of the Renewal Term, the Parties may agree to two (2) renewal options (each, a "Renewal Option") to extend the Term of this Agreement for an additional term of five (5) years each (each, a "Renewal Term") that commences at 12:00 a.m. on the day immediately following the expiration of the Term then in effect, and upon the same terms, conditions and covenants as are contained herein by approval of all the Parties governing boards (the "Renewal") of such election no more than twenty-four (24) months and no less than six (6) months prior to the expiration of the Term then in effect.

SECTION III. COUNTY OBLIGATIONS

Design and Construction

The total amount paid by the County under the Diligence Funding Agreement and this Agreement shall be the sum of Four Million Dollars (\$4,000,000.00 USD), which includes the \$250,000 due diligence funding previously agreed to by the parties. If WYSA has not spent monies provided under the terms of this agreement within two (2) years of the Effective Date, the remaining funds not issued to WYSA by the County will remain in the County's General Fund and will no longer be used for the funding of this Agreement. The County reserves the right to increase funding for the design and construction of the youth sporting fields and common areas in its sole discretion.

Draw Requests

The County's Program Manager, Halff Associates (or successor), will collaborate with WISD and WYSA to identify the design and construction activities eligible for funds under this Agreement. The County shall pay WYSA in one or more disbursements, the funds needed to perform design and construction, after application for such funds is made by WYSA, with monitor subcontractors' performance of design and construction services. Distribution of funds shall be made utilizing a draw request form provided by the County's Program Manager.

Additional Project Funding

Subject to all aforementioned funding terms, additional funds for WISD and WYSA may be made available for expenditure after WYSA and its design team have estimated the total cost of the Project.

SECTION IV. OTHER OBLIGATIONS

Compliance with Laws

The parties acknowledge that the funds expended under this Agreement are public funds that must be carefully monitored to ensure proper distribution under the County's parks program. WISD and WYSA are obligated to comply with all local, State, and Federal laws in relation to the expenditure of funds paid under this Agreement.

Recognition

In consideration of the County's obligations under this Agreement WISD and WYSA shall acknowledge County contributions to the Project by including reference to Hays County on public signage and public literature that promotes or serves the Project.

SECTION V. CONTRACTS

WYSA may contract for the performances of the design and construction activities specified herein. Any such contracts shall be subject to competitive quotes or selected based on the basis of the best qualifications among at least three candidates for the performance of work. WYSA may self-perform with its staff and volunteers any portion of the design and construction. WISD may contribute staff and equipment to the design and construction.

SECTION VI. CONFLICT OF INTEREST

No agent or employee of WISD and WYSA and no employee of the County, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION VII. EQUAL OPPORTUNITY

WISD and WYSA assure that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement or otherwise under WISD and WYSA's control.

SECTION VIII. RIGHT TO AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under and payments made pursuant to this Agreement by County Auditor staff, or a certified public accountant.

SECTION IX. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

SECTION X. INDEMNITY

WYSA and WISD agree, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by WYSA or WISD's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom WYSA or WISD is responsible or legally liable.

Neither the County nor WYSA or WISD shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

SECTION XI. INSURANCE

WYSA and WISD agree that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of WYSA and WISD's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, WYSA and WISD shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in WYSA and WISD's fields of employment and for the type of services and construction activities that are being performed under this Agreement. Such insurance coverage shall specifically name the County as co-insured. This insurance coverage shall cover all perils arising from the activities of WYSA and WISD, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. WYSA and WISD shall be responsible for any deductibles stated in the policy. A true copy of each Certificate of Liability Insurance shall be provided to the County within seven (7) days of the new policy date at the following address:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
tucker.furlow@co.hays.tx.us

With Copy to:

Hays Countywide Operations
101 Thermon Drive
San Marcos, TX 78666
tammy.crumley@co.hays.tx.us

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
stephanie.hunt@co.hays.tx.us

So long as this Agreement is in effect, WYSA and WISD shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy

shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

SECTION XII. MISCELLANEOUS

12.1 Modification of Agreement. The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties. However, no amendment or modification to this Agreement is effective unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

12.2 Written Notice. Unless otherwise specified, written notice will be deemed to have been duly delivered if delivered in person to the individuals listed below or if it is delivered or sent certified mail or email to the address below. Each party will have the right to change its address by at least thirty (30) calendar days written notice to the other party.

COUNTY:

Hays County Criminal District Attorney's Office - Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
tucker.furlow@co.hays.tx.us

With Copy to:

Hays Countywide Operations
101 Thermon Drive
San Marcos, TX 78666
tammy.crumley@co.hays.tx.us

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712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
stephanie.hunt@co.hays.tx.us

WISD:
District Superintendent
951 FM 2325
Wimberley, Texas 78676
Greg.bonewald@wimberleyisd.net

With Copy to:
The Fowler Law Firm
Attn: Will Cabler JD, CPA
3301 Northland, Suite 101
Austin, Texas 78731
wcabler@thefowlerlawfirm.com

WYSA:
President
P.O. Box 2381
Wimberley, Texas 78676
president@wysasports.com

12.3 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.4 Entire Agreement. It is understood this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

12.5 Choice of Law, Place of Performance and Jurisdiction. This Agreement is governed by the laws of the State of Texas. Performance of this Agreement is in Hays County, Texas. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hays County, Texas.

12.6 Force Majeure.

a. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions including wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments, and/or any other cause beyond the reasonable control of the party whose performance is affected.

b. If performance of any obligation of either party hereunder is prevented or rendered impracticable or infeasible as discussed in the preceding paragraph, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform its obligations under this Agreement.

12.7 Authority. Each party has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

12.8 Governmental Immunity and Release. County and WISD both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither County nor WISD consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

12.9 Agreement Read. Each party acknowledges that it has read, understands, and intends to be bound by the terms and conditions of this Agreement.

12.10 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Lease or in the resolution of any ambiguity of any provision hereof.

12.11 Public Information Act. County and WISD both acknowledge that the other is obligated to comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

12.12 Electronic Signatures; Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together

shall constitute one and the same instrument. This Agreement may be transmitted via facsimile or other similar electronic means, and execution by the undersigned by such means shall be deemed an original signature for all purposes and have the same force and effect as a manually signed original.

WITNESS OUR HANDS EFFECTIVE THIS _____ OF _____, 2024 (the “Effective Date”).

Approved and accepted on behalf of the County of Hays.

Judge Ruben Becerra Hays
County Judge

Approved and accepted on behalf of WISD

Name:
Title:

Approved and accepted on behalf of WYSA

Name:
Title:

EXHIBIT A

Depiction of Proposed Site

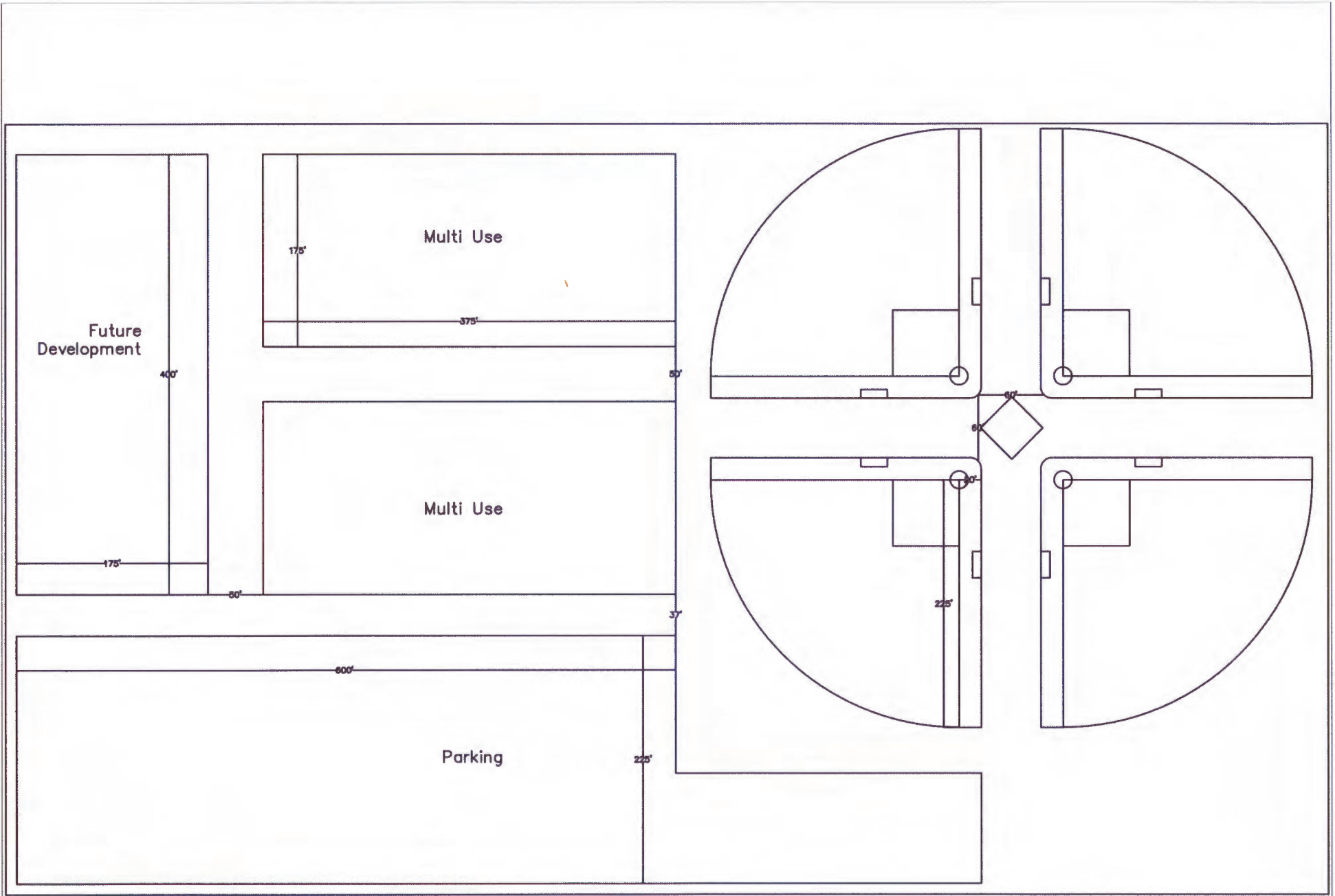


EXHIBIT B

Lease Agreement
Joint Use Agreement

LEASE AGREEMENT

Date:

1. Parties: This Lease Agreement ("this Agreement") is entered into between Wimberley Youth Sports Association, ("Tenant") and Wimberley Independent School District, ("Landlord").

2. Lease: For and in consideration of the rental sum of \$1.00 per year, which sums are due and payable on the dates there shown, covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord, who owns property (the "Property") more specifically described as the following land, maps of which are attached as Exhibit #A and incorporated into this Agreement by reference, grants to Tenant and Tenant rents from Landlord, subject to the terms and conditions specified below, at and upon the SURFACE ONLY the access and rights described below:

Youth sports and related activities.

2.1 Term: 300 months (25 Years)

2.2 Renewal: Successive 5 Year terms upon approval of Landlord and Tenant governing boards.

2.3 Commencement Date: April 1, 2024

2.4 Termination Date: March 31, 2049

2.5 Security Deposit: \$0.00

The Land

The land upon which access and rights are granted is described as the Approximately 24.71 acres as described in Exhibit A and more specifically described as:

A 24.71 Acre tract out of the Clement Henson Survey, Abstract Number 249, Hays County, Texas, being a portion of a called 148.40 acre tract, described to Sally Engemoen Dunphy, et al To Wimberley Independent School District, Recorded in Document Number 18029272 of the official public records of Hays County, Texas; said 24.71 acre tract being more particularly described by metes and bounds in Exhibit A attached hereto.(the "Premises").

It is understood and agreed that this Agreement is subject to the following terms and conditions:

General Terms

3. The Premises may not be used for any purpose other than youth sports and related activities to the extent permitted by this Agreement, without the prior written consent of Landlord (the "Permitted Use").

4. Rent and any other amounts due to Landlord under this Agreement must be paid to the following named payee at the indicated address:

Name: Wimberley Independent School District

Address: 951 FM 2325 Wimberley TX 78676

5. Tenant agrees to:

5.1 pay to Landlord, without abatement, deduction, setoff, or demand of any kind, Base Rent and all other amounts accruing under this Agreement (all amounts due being referred to collectively as "Rent"), in advance;

5.2 pay for all of Tenant's own costs for fuel, labor, and utilities;

5.3 pay all taxes due and related to Tenant's property on the Premises;

5.4 obey all applicable federal, state and local laws, including but not limited to, regulations relating to the Permitted Use;

5.5 obey all written rules and regulations prescribed by Landlord at the onset of this agreement, as well as any changes to same, which Landlord in Landlord's reasonable discretion makes from time to time and delivers to Tenant;

5.6 exercise due and proper regard for rights of adjoining landowners and people of the community, as well as due courtesy and safety precautions toward others in the area;

5.7 not make any alterations, additions or improvements to the Premises, including without limiting, changing Landlord's locks, clearing new roads, erecting, moving or removing fencing, or placing any type of manufactured or mobile housing, except as otherwise expressly permitted under this Agreement, or by prior written consent of Landlord;

5.8 not to hunt, or permit anyone else to hunt anywhere on the Premises or the Property;

5.9 not permit any hazardous materials - including without limiting, petroleum or petroleum products, or any chemical, material, or substance generally considered hazardous or toxic, or which is in any way regulated by applicable law - to be brought onto, stored, used, or disposed of in, on, or around the Premises except in the ordinary course of business;

5.10 not permit any mechanic's liens to be filed against the Premises or Tenant's leasehold interest, and to cause any lien arising out Tenant's use or interest in the Premises to be paid and released of record without cost to Landlord within thirty (30) days following notice from Landlord to Tenant regarding the existence of any lien;

5.11 be personally responsible for the actions and activities of all persons connected with the "Permitted Use" activity occurring on the Premises under this Agreement;

5.12 reimburse Landlord for all damage to trees, bridges, equipment, fences, gates, roads, structures, or other improvements and property of Landlord, incident to the use of the Premises under this agreement;

5.13 pay all charges for utilities used by Tenant at the Premises directly to the providers, as well as all taxes, special assessments, and government charges of every type or character imposed with regard to the Premises during the term of this Agreement;

5.14 provide Landlord with written notice, within 5 days of its occurrence, of any significant injury or damage to Tenant, Tenant's guests, or any of Tenant's invitees, or to any property, suffered on the Premises;

5.15 maintain established roads in as good or better condition as they were at the beginning of the lease period, except that Tenant will not be held responsible for damage caused by Landlord;

5.16 promptly report to Landlord and appropriate authorities all fires, regardless of cause, that occur on the Premises or in its vicinity;

5.17 exercise due care and take all necessary precautions to avoid damage to any property which Landlord may have or may permit others to have upon the Premises, including without limiting, equipment, fences, infrastructure and trees, and refrain from attaching any material to any of the above by means that is damaging or destructive in any way; and

5.18 ensure that ALL material introduced to or taken onto the Premises is removed from the area at the conclusion of the Agreement, including without limiting, cleaning up the Premises and removing any vehicles or equipment not present at the beginning of the lease, as well as human or animal waste, litter, food packaging or wrappers, cans, bottles, and all other refuse.

6. Tenant further agrees that:

6.1 Landlord, for Landlord and Landlord's guests, licensees, or other invitees, has the right to enter on, use, or otherwise direct any activities with regard to the Premises with prior approval of Tenant;

6.2 Landlord, in Landlord's reasonable discretion, may restrict the Permitted Use on portions of the Premises with school activities in progress, any portions so restricted will be clearly and specifically designated as restricted by Landlord; and

6.3 Landlord reserves the right, with reasonable notice, to suspend the use of all or a portion of the Premises for the Permitted Use purposes under extreme weather conditions.

7. Landlord covenants that Landlord has full authority to enter into this Agreement and to grant to Tenant the access and the "Permitted Use" rights specified in it.

8. Landlord agrees that:

8.1 Tenant will have free ingress and egress over and across the Premises as may be necessary for the full enjoyment of rights granted under this Agreement.

9. Tenant acknowledges and represents to Landlord that Tenant is familiar with the condition of the Premises and is accepting access to and use of the Premises under this Agreement, in all material respects, in its present "AS IS" condition and that no representations as to the condition of, and no commitment to alter the Premises in any manner have been made by Landlord except as otherwise specifically described in this Agreement.

10. Landlord and Landlord's, contractors, and invitees may enter the Premises at any time without notice in case of abandonment of the Premises, under court order, or in the event of emergency, and at all other reasonable times, with reasonable notice, unless it is impractical to give notice, to: inspect the Premises; address a safety or maintenance issue; make repairs or improvements; provide any other service required to be provided to Tenant by Landlord under this Agreement; show the Premises to prospective buyers, tenants, or other legitimate invitees; remove any alterations, additions, fixtures, and any other objects which may be affixed to, erected in, or otherwise introduced into the Premises in violation of the terms of this Agreement; and for any other reason or function permitted by this Agreement or applicable law. In exercising Landlord's rights under this section, Landlord will use reasonable efforts to minimize any interference with Tenant's use or occupancy of the Premises. Except as otherwise expressly provided in this Agreement or by applicable law, no provision of this Agreement may be construed to obligate Landlord to perform Alterations of any kind in, on, or to the Property or Premises.

11. Tenant covenants and acknowledges that LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE PREMISE'S CONDITION, WHETHER LATENT OR PATENT, OR ITS SUITABILITY FOR THE PURPOSE FOR WHICH LET OR OTHERWISE.

12. This Agreement is made subject to any easement now in effect with regard to the Premises, or which Landlord may subsequently grant and execute which does not interfere with the Tenant use of the Premises. Tenant agrees that Tenant will use the Premises so as not to interfere with any other person in the enjoyment of easement, or other right or privilege currently existing or which may be subsequently be granted by Landlord.

13. Throughout the term of this Agreement, Tenant will procure and maintain insurance, in form and substance satisfactory to Landlord, which names Landlord as an insured with respect to the Premises, and covers Landlord and Landlord's board, employees, guests and invitees, and Tenant, against damages and liabilities, with limits of not less than \$500,000 for each person and \$1 million for each single occurrence of bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Tenant will furnish Landlord satisfactory evidence of this liability insurance coverage within ten (10) days of the execution of this Agreement. In the event Tenant fails to provide to Landlord satisfactory proof of insurance on or before the due date, then all rights under this Agreement will cease and terminate, and this

Agreement will become of no force and effect. Any insurance policy must also provide that Landlord will be provided at least thirty (30) days prior written notice of cancellation or of a material change in the terms of the policy.

14. Tenant agrees to indemnify Landlord and any the other owners of the Premises, should any exist, from any and all liability, damages, causes of actions and expenses (including attorney's fees) for damage to property, or injury to or death of persons, which may arise from Tenant's exercise of any rights granted under this Agreement, or from any condition of the Premises (whether latent or patent), during the term of this Agreement, unless resulting from, or based upon the negligence of Landlord.

15. Tenant grants to Landlord a security interest in the following described collateral to secure payment and performance by Tenant of all payments and obligations under this Agreement. Collateral means (i) Tenant's personal property as it exists now or is subsequently located, in or on the Premises, and (ii) all products, proceeds, offspring, increases, payments or proceeds received from government, insurance, or other sources, or documents of title, and receipts, relating to the Premises. This Agreement constitutes a security agreement under both Chapter 9 of the Texas Business and Commerce Code, the Uniform Commercial Code -- Secured Transactions, and the federal Food Security Act of 1985. In order to perfect or to secure the continued perfection of Landlord's security interest in Tenant's personal property located on the Premises, from time to time, Landlord may file any and all financing statements or continuation statements it deems necessary. Upon written request, Tenant will furnish: (i) a list of names and addresses of any buyer, commission merchant, or selling agent to or through whom Tenant may sell the collateral; and (ii) the identity of any buyer, commission merchant, selling agent, or warehouse to or with whom Tenant intends to sell or store the collateral within seven (7) days before any sale or storage of the collateral; and (iii) financing or continuation statements to Landlord upon request as needed to perfect its security interest.

16. This Agreement is a personal privilege to Tenant, and Tenant will not transfer or assign all or any portion of its rights under it, without the prior written consent of Landlord, which Landlord may withhold for any reason.

17. If Tenant violates any laws, or any other applicable federal, state or local law, or otherwise materially breaches any provision of this Agreement, Landlord may terminate this Agreement by giving ten (10) days written notice at the address given below. In the event this Agreement is terminated under this paragraph, Landlord will retain all rental payments made prior to termination pursuant to this Agreement and the unearned portion, if any, of rental payments retained, will be and become liquidated damages for breach of this Agreement.

18. Except to the extent contemplated by Permitted Use, the Premises may not be used by Tenant, or Tenant's guests or other invitees, in any manner that is offensive to others, nor may they create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment of Landlord on, any party authorized by Landlord to access, or neighbor of, the Premises.

19. At Tenant's own expense, Tenant will keep the Premises clean and safe and in as good repair and condition as it was delivered by Landlord. Tenant, and Tenant's invitees, will not deface or damage the Premises in any manner, or commit or suffer to be committed any waste in or on it.

20. Upon the expiration of the initial term of this Agreement, or any extension agreed to by the parties, Tenant must vacate the Premises unless Landlord and Tenant formally extend this Agreement in writing, or create and execute a new, written agreement.

21. If Tenant does not vacate the Premises upon expiration of this Agreement, Tenant, unless Landlord otherwise elects, will become a Tenant at sufferance and must vacate the Premises on receipt of notice from Landlord. If Tenant holds over beyond the termination date or fails to vacate on or before the termination date, Tenant will be liable for additional rent and damages, which may include damages due to Landlord for loss of prospective renters. The provisions of this paragraph do not exclude or otherwise restrict Landlord's right of reentry or any other right under this Agreement or applicable Texas law.

22. Tenant agrees that any personal property that is left when Tenant vacates upon termination of this Agreement may be retained, destroyed, or disposed of by Landlord, at Landlord's sole option, without liability to Tenant.

Default and Remedies

23. Landlord is considered to be in default if there is material noncompliance by Landlord with the terms of this Agreement and that noncompliance continues for more than thirty (30) days after Landlord has received written notice about it from Tenant.

24. The occurrence of any one or more of the following matters constitutes a default by Tenant under this Agreement:

24.1 Failure to pay Rent when due;

24.2 Abandoning, ceasing business operations on, or vacating all or a substantial portion of the Premises;

24.3 Failure by Tenant, or Tenant's invitees to observe or perform any other covenant, agreement, condition or provision of this Agreement, if that failure continues for ten (10) business days after written notice to Tenant by Landlord;

24.4 Tenant repeatedly defaults in keeping, observing or performing any covenant, agreement, condition or provision of this Agreement, whether or not Tenant timely cures any particular default. For the purposes of this subsection, the occurrence of defaults two (2) times during any twelve (12) month period constitutes a repeated default.

25. Tenant's remedies if Landlord defaults are to sue for damages and terminate this Agreement.

26. Landlord's rights and remedies if Tenant defaults are to:

26.1 enter and take complete and peaceful possession of the Premises, which Tenant grants Landlord full and complete license to do, and either:

(i.) relet as much of the Premises on Tenant's behalf as is reasonably possible, for a rental amount, for a period of time (which may be for a term extending beyond the Term), and upon all other terms, as Landlord in Landlord's sole discretion determines (including concessions of free rent and other inducements to prospective tenants), and receive the Rent from reletting directly; or

(ii.) after the expiration of any grace period specifically provided by this Agreement, elect to perform (Landlord has the right but not the obligation) any duties upon which Tenant has defaulted on Tenant's behalf and at Tenant's expense without further notice to Tenant, and any sums expended by Landlord in performing those duties will be deemed to be Rent under this Agreement and will be due and payable to Landlord upon demand by Landlord; or

26.2 terminate this Agreement by giving to Tenant notice of Landlord's intention to do so, in which event the Term will end, and all right, title and interest of Tenant under this Agreement will expire, on the date stated in the notice; or

26.3 terminate the right of Tenant to possession of the Premises by any lawful means, without terminating this Agreement, in that event, Tenant's obligations under this Agreement will continue in full force and effect and Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default; or

26.4 to enforce the provisions of this Agreement, and enforce and protect the rights of Landlord under it by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained in it, or for the enforcement of any other appropriate legal or equitable remedy, including injunctive relief and recovery of all moneys due or to become due from Tenant under any of the provisions of this Agreement.

27. Each of the above remedies is distinct, separate and cumulative, and may be exercised by Landlord concurrently or consecutively in any combination and will not operate to exclude or deprive Landlord of any other right or remedy which Landlord may have at law or in equity.

28. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Agreement, the termination of possession will not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Term, which Landlord will have the right to immediately to recover.

29. The parties expressly agree to mitigate damages and mediate in good faith before filing suit for damages.

30. Nothing contained in this Agreement creates any relationship between the parties other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord is not and will not be deemed to be a partner of Tenant, including without limiting, in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

Miscellaneous Provisions

31. This Agreement is governed by and to be construed in accordance with the laws of the State of Texas.

32. If Landlord or Tenant cannot reasonably perform their obligations under this Agreement because of a natural disaster, war, terrorist activities, strike, lockout, labor trouble, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party will not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party must give written notice to the other party as soon as commercially practicable in the event of non-performance due to a force majeure event.

33. The rights and remedies provided by this Agreement are cumulative and are not exclusive of other rights, remedies or benefits allowed by applicable law.

34. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, that provision will be severed and all remaining provisions will be given full force and effect.

35. A waiver of any particular default under this Agreement will not be deemed a waiver of this Agreement or of any subsequent default, whether or not similar in nature. A party's acquiescence to a default does not operate as a waiver of that default, regardless of whether the acquiescence continues for an extended period of time.

36. Tenant will pay all costs, charges and expenses, including without limiting, court costs and reasonable attorney's fees incurred by Landlord or Landlord's beneficiaries (i) in enforcing Tenant's obligations under this Agreement, (ii) in the exercise by Landlord of any of Landlord's remedies in the event of a default, (iii) in any litigation, negotiation or transactions in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, or (iv) in consideration of any request for approval of or consent to any action by Tenant which is prohibited by this Agreement or which may be done only with Landlord's approval or consent, whether or not the approval or consent is given. The prevailing party in any proceeding or litigation brought to enforce this Agreement is entitled to recover reasonable attorney's fees, court costs, and all other costs or expenses.

37. Any proceeding or action to enforce this Agreement may only be brought in the county in which the Premises is located.

38. Whenever appropriate, Tenant should call 911 to notify authorities of emergency situations. Tenant also may report emergencies affecting the Premises or threatening the health

and safety of any person or animals on the Premises, or of neighbors, by calling the Wimberley ISD Administrative office at (512) 847-2414, during business hours.

39. Any descriptive heading is provided for convenience only and is not intended to limit the scope of the particular section to which it refers.

40. Incorporated into this Agreement are the following. WISD Board Policies are made part of this Agreement, Tenant agrees to comply with any amendments that Landlord, in Landlord's sole and uncontrolled discretion, makes to those Board Policies from time to time (mark those that apply).

WISD Board Policies

Joint Use Agreement

41. This Agreement, including any written attachments or specifically referenced addenda, all of which are incorporated here by reference for all purposes, constitutes the final and entire agreement between Landlord and Tenant with regard to the lease of the Premises. No promises or representations, other than those contained in this Agreement and those implied by law, have been made by Landlord or Tenant. Neither Landlord nor Tenant will be bound by any terms, conditions, inducements, statements, warranties or representations, oral or written, not contained in this Agreement unless made through a subsequent, written amendment signed by both Landlord and Tenant.

42. Any notice which a party may or is required to give to the other party, must be in writing, and will be deemed to be delivered, whether or not actually received, when sent in the United States mail, postage paid, by certified mail, return receipt requested, to that party at the following addresses:

Landlord: Wimberley Independent School District, 951 FM 2325 Wimberley TX 78676

Tenant: Wimberley Youth Sports Association P.O. Box 2381 Wimberley TX 78676

Any notice to a party given by means other than as described above, whether sent by hand delivery, regular mail, courier, placement in that party's mailbox at the Premises, fax, or otherwise, will be considered to be delivered only when actually received by the intended recipient. The addresses to which notices to a party should be sent may be changed by that party by notice given as above provided.

All notices which any of the parties may desire or may be required to give any of the other parties shall be in writing and shall be given either personally, by facsimile, by electronic mail, or by prepaid, certified mail or overnight delivery service, directed to the parties' respective addresses as shown in this Agreement. A notice given by facsimile shall be deemed received upon electronic confirmation of transmission to the facsimile number provided by the party(s). A notice given by electronic mail shall be deemed received upon electronic confirmation of transmission to the email address provided by the party(s). A notice given by mail shall be deemed effective on the third business day following deposit in the United States mail by certified or registered mail, return receipt requested.

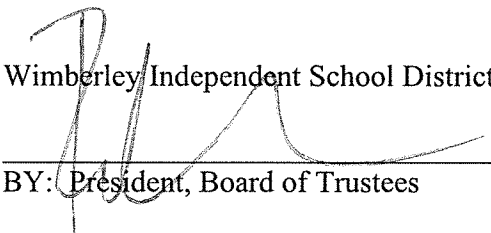
Additional Provisions

43. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord after the Term(s) of this Agreement.

44. Nothing in this Agreement shall be deemed to waive governmental immunity, modify or amend any legal defense available at law or in equity of Landlord nor create any legal rights or claims on behalf of any third party.

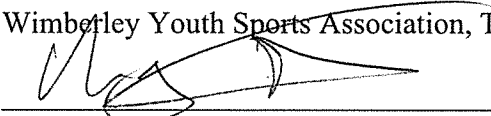
45. This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and shall be binding upon the parties who executed the same, but all of such counterparts shall constitute the same Agreement and may be transmitted via facsimile or other similar electronic means, and shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

Wimberley Independent School District, Landlord



BY: President, Board of Trustees

Wimberley Youth Sports Association, Tenant



BY: President, WYSA

JOINT USE AGREEMENT

Effective Date: April 1, 2024

WISD: Wimberley Independent School District, (“WISD”).

WISD’s Address:

951 FM 2325
Wimberley, TX 78676

WYSA: Wimberley Youth Sports Association, a Texas non-profit corporation (“WYSA”).

WYSA’s Address:

P.O. Box 2381
Wimberley, Texas 78676

Premises: Approximately 24.71 acres of land described in Exhibit A of Lease Agreement, located at 15900 Winters Mill Parkway, Wimberley, TX 78676.

Term: 300 months (25 years) pursuant to Lease Agreement between Parties dated: April 1, 2024 including renewals.

Commencement Date: April 1, 2024

Termination Date: March 31, 2049

Permitted Use: Sports facilities.

DEFINITIONS

“**Advertising Signs**” means the placement of vinyl (or comparable lightweight material, excluding wood) sponsorship/advertising banners on the outside fences of the Playing Fields.

“**Common Areas**” are the areas of the Premises outside the Playing Fields.

“**Concession**” is the sale of food and/or drinks at the Premises.

“**Essential Services**” means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use.

“**Maintenance**” or “**Maintain**” is intended to be all inclusive, including prompt and timely mowing, weed eating, tilling, dragging, edging, watering, field marking, chalking,

leveling, fertilizing, herbicide application, aerating, repair of fences, placement and maintenance of windscreen and safety cap material, cleaning of concession areas, bathrooms or other Common Areas, trash disposal, and other activities associated with maintenance of a youth sports facilities complex.

“Parking Area” is the strip of land on the part of the Premises as identified in Exhibit 2. Parking at the Premises shall be limited to the Parking Area except in the event of emergency or during periods of construction activities at the Premises. The Parking Area is part of the Common Areas.

“Playing Fields” are those athletic fields marked on the plat of the Premises attached hereto as Exhibit 2.

“Utility Bills” are the monthly bills for electricity, water, trash or other utility service at the Premises.

CLAUSES AND COVENANTS

A. WYSA agrees to –

1. Obey: (a) all applicable laws relating to the use, condition and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
2. Pay Utility Bills monthly. Reimburse to WISD on a monthly basis a pro rata amount of the water bill.
3. Repair, replace and maintain any part of the Premises that WYSA is obligated to repair, replace or maintain, normal wear excepted.
4. Vacate the Premises on the last day of the Initial Term, unless the lease term is extended as provided herein.
5. Provide the Essential Services and Utilities to the Premises. Provide insurance pursuant to Exhibit 1 Insurance.

B. WYSA agrees not to –

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would void insurance on the Premises.

C. WISD agrees to –

1. Repair, replace and maintain any part of the Premises that WISD is obligated to repair, replace or maintain, normal wear excepted.
2. Obey: (a) all applicable laws relating to the use, condition, and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

D. WISD agrees not to –

1. Use the Premises for any purpose other than a WISD sponsored activity.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

E. WISD and WYSA agree to the following:

Joint Use Agreement

1.01 Premises --

a. It is recognized that the joint use of the Premises by WISD and WYSA will eliminate duplication of facilities and otherwise promote spirit and unity for the families participating in WISD and WYSA activities. However, it is also recognized that WISD, as a political subdivision, has legal and other obligations to which it must comply, including UIL rules and regulations (the "Obligations"). The intent of this agreement is to have joint and shared use of the Premises, but at the same time obeying and respecting WISD's Obligations. Therefore, notwithstanding anything to the contrary, this Agreement must always be construed to allow WISD to comply with the Obligations.

b. WYSA shall have first priority to the Playing Fields and Common Areas. The Playing Fields and Common Areas shall be open to WISD at all times not in use by WYSA. The Playing Fields shall be open to WYSA at all times not in use by WISD.

c. WYSA shall provide an annual report to WISD that shall contain the following:

1. Annual financial statement, copy of tax return and summary of insurance coverage and claims.
2. Report on facilities current construction and proposed construction.
3. Report on number of children participating in each sport or activity held on the Premises.

1.02 Scheduling uses –

a. Users must comply with all applicable WISD Board Policy, anti-harassment, bullying, smoking, weapons, alcohol, controlled substance and intimidation policies, if any.

b. WISD and WYSA shall notify each other of games and practice times so the parties may create a master schedule allowing WISD's and WYSA's use of the Premises. Such notices will be submitted sufficiently in advance of use to allow scheduling.

c. During the term of this Agreement WISD shall have the use of the Premises at all times which the WYSA has not scheduled use of the Premises. WYSA specifically recognizes that the Premises will be used for recreational use by WISD (but not other groups, unless approved by WYSA), and WYSA will cooperate with said uses, to the extent they do not conflict with WYSA's priority right for use of the Playing Fields and Common Areas.

1.03 Maintenance and Utilities

a. WYSA shall Maintain the Playing Fields and Common Areas. The above shall not prevent either WISD or WYSA from asking for assistance in Maintenance as needed or in the event of extraordinary circumstances. WYSA shall provide adequate equipment for Maintenance.

b. WISD and WYSA must use their best efforts so that the Premises are in a condition that is as nearly as practicable as good as when the scheduled use commenced.

c. WYSA is not responsible for any field marking or preparation of the Playing Fields for WISD's use. WISD is not responsible for any field marking or preparation of the Playing Fields for WYSA's use.

d. No alteration or changes of any kind may be made by WISD to the playing surfaces of the Premises without WYSA's approval, which approval will not be unreasonable withheld.

e. The parties shall coordinate scheduled uses in a manner that will ensure Maintenance can be done while permitting facility utilization.

f. WYSA and WISD representatives shall coordinate joint maintenance or maintenance to be provided by WISD based on WISD's pro-rata use of the premises.

g. WYSA and WISD representatives shall coordinated Utility cost to be paid by WISD based on WISD's pro-rata use of the premises.

1.04 Concession and Advertising Signs --

To defray the costs of Maintenance and Utility Bills, WYSA shall exclusively operate and derive the revenue from Concession at any WYSA sponsored activities. WYSA may assign this right to a designee. With the consent of WYSA, WISD may operate and derive the revenue from Concession at any WISD sponsored activities. WISD may assign this right to a designee. WYSA may place Advertising Signs on the Playing Fields and shall derive the economic benefit thereof. All Advertising Signs on Premises shall comply with WISD Board Policy.

1.05 Repairs --

Except for normal wear, each party is responsible for making repair of damage or malfunction to an area, facility, equipment or property on the Premises whenever the damage or malfunction occurs as a result of that party's use. The damaged party shall notify the other party of any damage or malfunction within fifteen (15) days after the alleged damage or malfunction occurs. In the event of dispute regarding repair or reimbursement, the WISD and the WYSA shall meet to resolve any dispute.

1.06 Improvements (except as limited by paragraph E. 1.03(d) above)

a. It is recognized that there are certain improvements necessary to adapt the Premises for use of the Playing Fields. These improvements are itemized on Exhibit 2 attached hereto (hereinafter referred to as the "WYSA Improvements"). WYSA shall be solely responsible for contracting for and payment of all WYSA Improvements. WYSA shall not permit any mechanic or materialman's liens to be assessed against the Premises in connection with the WYSA Improvements. WYSA shall use its best efforts to complete all WYSA Improvements in a commercially reasonable timeframe

b. WYSA Improvements shall be approved in writing by WISD prior to initiation. Such approval shall not be unreasonably conditioned, delayed or denied.

1.07 Governance --

a. Each party shall appoint one designee who shall act as its representative and be responsible for administering joint use of the Premises.

b. Each party also shall designate one person to be responsible for Maintenance as specified herein.

c. Each party shall provide the other party with a key or equivalent access for the Premises that are used on a regular basis. The party that uses the Premises shall keep the key securely and only allow use of it by selected persons.

d. Each party shall have the right to charge and retain a reasonable Gate Fee and fee for participation in the recreational activities sponsored by that party at the Premises.

1.08 Indemnity, First Party Liability –

a. To the extent allowed by law, WISD and WYSA agree to hold harmless and fully indemnify the other, its officers, directors, agents, employees, and servants while acting within the scope of their duties as such, from and against all claims, demands, liabilities, and causes of action of any kind or character, including the costs of defense thereof, arising in favor of third parties for any injury, death, loss, or damage to persons, and/or to property resulting from any scheduled uses, activities or programs of or sponsored by its use of the Premises and equipment.

b. It is expressly understood and agreed that nothing in this Agreement is intended to, and does not, waive any immunity or defense that would otherwise be available to WISD against claims arising in the exercise of governmental powers and functions, including, but not limited to: (1) sovereign immunity from suit and liability; or (2) any other immunities normally enjoyed by any party or its employees, agents, contractors or officers.

c. WYSA shall not be liable for any damage or injury to the Premises, goods, inventory, furnishings, fixtures, equipment, merchandise or other property of WISD caused by or resulting from the intentional misconduct or negligence of WISD, its employees, officers, or agents after the effective date of this Agreement. WYSA does not waive its right of immunity, if any, by entering into or performing the terms and conditions of this Agreement.

d. WISD shall not be liable for any damage or injury to the business (or any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of WYSA caused by or resulting from the intentional misconduct or negligence of WYSA, its employees, officers, or agents after the effective date of this Agreement. WISD does not waive its immunity by entering into or performing the terms and conditions of this Agreement.

F. **Other Matters –**

1. **Alterations.** Any physical additions or improvements to the Premises made by WYSA will become the property of WISD after the Term of this Agreement.

2. **Release of Claims/Subrogation.** WISD AND WYSA RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS INSURANCE. WISD AND WYSA WILL NOTIFY THE ISSUING INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

3. **Casualty/Total or Partial Destruction.**

a. If the Playing Fields are damaged by casualty and can be restored within one hundred eighty days, WYSA may restore the improvements within the Premises to substantially the same condition that existed before the casualty and WYSA may replace any of its damaged furniture, fixtures, and personal property.

b. If WYSA cannot complete the restoration within one hundred eighty days, WISD has an option to restore the improvements within the Premises.

4. **Condemnation/Substantial or Partial Taking.** If the Premises cannot be used for the purposes contemplated by this Agreement because of condemnation or purchase in lieu of condemnation, this Agreement will terminate.

5. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any

action. Pursuit of any remedies does not preclude pursuit of other remedies provided by applicable law. WISD and WYSA have a duty to mitigate damages.

6. **Alternative Dispute Resolution.** WISD and WYSA agree to mediate in good faith before filing a suit for damages.

7. **Attorney's Fees.** If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

8. **Venue.** Exclusive venue is in the county in which the Premises are located.


9. **Entire Agreement.** This Agreement, the Lease Agreement, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements or promises pertaining to this Agreement.

10. **Amendment.** This Agreement may be amended only by an instrument in writing signed by WISD and WYSA.

11. **Notices.** All notices which any of the parties may desire or may be required to give any of the other parties shall be in writing and shall be given either personally, by facsimile, by electronic mail, or by prepaid, certified mail or overnight delivery service, directed to the parties' respective addresses as shown in this Agreement. A notice given by facsimile shall be deemed received upon electronic confirmation of transmission to the facsimile number provided by the party(s). A notice given by electronic mail shall be deemed received upon electronic confirmation of transmission to the email address provided by the party(s). A notice given by mail shall be deemed effective on the third business day following deposit in the United States mail by certified or registered mail, return receipt requested.

12. **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and shall be binding upon the parties who executed the same, but all of such counterparts shall constitute the same Agreement and may be transmitted via facsimile or other similar electronic means, and shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

WIMBERLEY INDEPENDENT SCHOOL
DISTRICT

By: 
Its: Superintendent
3/19/24

WIMBERLEY YOUTH SPORTS
ASSOCIATION

By: Kelley King, its President

EXHIBIT C

Diligence Funding Agreement

of trails, sidewalks and related infrastructure.” The Parties both maintain a public interest in the establishment of youth sporting fields and common areas on the property.

Funding

The estimated costs of due diligence needed to review the viability of the Property are up to Two Hundred and Fifty Thousand Dollars (\$250,000.00 USD). Due diligence activities are anticipated to include (but not be limited to) surveying, topographical and hydrological analysis, environmental and antiquities surveys, and conceptual designs.

SECTION III. COUNTY OBLIGATION

Diligence

The total amount paid by the County under this Agreement shall not exceed the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00 USD). If WYSA has not spent monies provided under this agreement within three (3) years of the Effective Date, and such funds are no longer needed for the purposes described herein, then the remaining funds shall be returned to the County.

Draw Requests

The County’s Program Manager, Halff Associates (or successor), will collaborate with WISD and WYSA to identify the due diligence activities eligible for funds under this Agreement. The County shall pay WYSA in one or more disbursements, the funds needed to perform due diligence, after application for such funds is made by WYSA, with monitor subcontractors’ performance of due diligence services. Distribution of funds shall be made utilizing the Draw Request form attached hereto as **Exhibit “B”**.

Project Funding

The remainder of POSAC-recommended funds for WISD and WYSA may be made available for expenditure after the Parties executed a subsequent Parks and Open Space Improvements Agreement, conditioned upon the following:

1. The Property is deemed a viable site for the establishment of youth sporting fields and common areas by the Parties;
2. WISD provides a legal instrument that grants site control of the Property for a duration of time that exceeds Hays County’s repayment of 2020 Parks and Open Space bond;
3. The Hays County Commissioners Court affirms and approves a subsequent Parks and Open Space Improvements Agreement between the Parties.

SECTION IV. OTHER OBLIGATIONS

Compliance with Laws

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution under the County’s parks bond program. WISD and WYSA are obligated to comply with all local, State, and Federal laws in relation to the expenditure of funds paid under this Agreement.

Recognition

In consideration of the County's obligations under this Agreement WISD and/or WYSA shall acknowledge County contributions to the Project by including reference to Hays County on public signage and public literature that promotes and/or serves the Project.

SECTION V. CONTRACTS

WISD and WYSA may contract for the performances of the due diligence activities specified herein. Any such contracts shall be subjected to competitive quotes or selected based on the basis of the best qualifications among at least three candidates for the performance of work.

SECTION VI. CONFLICT OF INTEREST

No agent or employee of WISD and WYSA and no employee of the County, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION VII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that the County is contracting with WISD and WYSA as an Independent Contractor and that WISD and WYSA as such, agrees to the extent provided by law, to hold the County harmless against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the Diligence described above.

SECTION VIII. EQUAL OPPORTUNITY

WISD and WYSA assure that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under WISD and WYSA's control.

SECTION IX. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the Effective Date of this Agreement between the County and WISD and WYSA have been reduced to writing and are contained herein.

SECTION X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XI. SEVERABILITY

If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

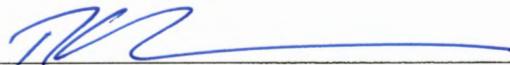
SECTION XII. RIGHT TO AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under and payments made pursuant to this contract by County Auditor staff, or a certified public accountant.

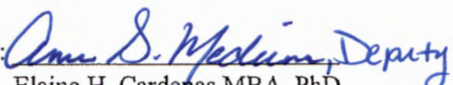
(Signatures Follow on the Next Page)

WITNESS OUR HANDS EFFECTIVE THIS 6th OF June, 2023.

Approved and accepted on behalf of the County of Hays.

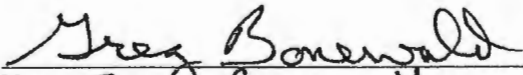


Judge Ruben Becerra
Hays County Judge

ATTEST: 
Elaine H. Cardenas MBA, PhD
Hays County Clerk

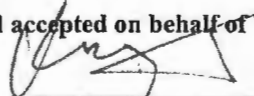


Approved and accepted on behalf of WISD



Name: Greg Bonewald
Title: Superintendent

Approved and accepted on behalf of WYSA



Name: Kelly Latz
Title: President



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Mike Jones, Director Office of Emergency Services

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve the execution of a Memorandum of Understanding (MOU) between Hays County Office of Emergency Services, Central Texas Food Bank and Hays County Food Bank regarding the process of safely distributing food following a declared disaster. **BECERRA/MIKE JONES**

Summary

See attached MOU.

Attachments

MOU Food Bank

**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN
Central Texas Food Bank/Hays County Food Bank
and
Hays County Office of Emergency Services**

This Memorandum of Understanding is hereby made between the Hays County Office of Emergency Services (HCOES) and Central Texas Food Bank/Hays County Food Bank (“Food Bank”) as of the 30th day of July 2024.

WHEREAS the HCOES is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster.

WHEREAS in the event of an emergency event in the State of Texas, local and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event.

WHEREAS the existing local and regional infrastructure will also be compromised due to lack of adequate staff, equipment, and support available due to the impacts and demands of the event.

WHEREAS resources from the state, federal, and private sector will be quickly mobilized to augment local and regional resources and support the effective response to the immediate emergency event.

WHEREAS Food Bank is a non-profit organization that distributes food free of charge to needy individuals.

Agreement

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1.PURPOSE

The purpose of this MOU is to guide and direct the parties regarding the process of safely distributing food to affected survivors and residents of Hays County following a declared disaster as described in this MOU.

2. RESPONSIBILITIES OF THE PARTIES

A. Scope of Understanding

1. HCOES agrees to communicate to survivors and residents who were affected by a declared disaster in Hays County, where and when they can obtain sustenance assistance.
2. When necessary, HCOES will open a Multi-Agency Resource Center (MARC) and provide space for Food Bank to offer distribution to affected residents and survivors.

B. Responsibilities of Food Bank

1. Food Bank represents and warrants that: (a) it is a non-profit organization that is authorized to conduct business in the State of Texas.
2. Food Bank acknowledges and agrees that, notwithstanding any provision herein to the contrary, HCOES is under no obligation to participate in the Food Sharing Program or to donate food to the Food Bank. In the event that Food Bank receives donations of food from HCOES Food Bank covenants and agrees to distribute any and all such food donations to needy individuals in accordance with the Good Samaritan Act.

3. TERM AND TERMINATION

- A. The term of this Agreement shall commence on the date first set forth above and will remain in effect for five (5) years. After which, this Agreement shall automatically renew annually unless terminated by either party.
- B. Either party may terminate this Agreement at any time upon delivery of ten (30) days' prior written notice to the other party.

4. NON-EXCLUSIVITY

Each party shall have the right to enter similar Memoranda of Understanding with other parties.

5. NO ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES

Neither this MOU, nor any of the rights or obligations of any party, may be assigned, in whole or in part, without the prior written consent of the other parties. Except as otherwise expressly provided herein, this MOU and all rights hereunder are intended for the sole benefit of the parties hereto, and do not imply or create any rights on the part of, or obligations to, any other person or entity.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives effective as of the date first set forth above.

HAYS COUNTY

By:

Name: RUBEN BECERRA

Title: HAYS COUNTY JUDGE

HAYS COUNTY OFFICE OF EMERGENCY SERVICES

By:

Name: MIKE JONES

Title: EMERGENCY SERVICES DIRECTOR

CENTRAL TEXAS FOOD BANK

By:

Name:

Title:

HAYS COUNTY FOOD BANK

By:

Name:

Title:



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Stephanie Hunt

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a contingent fee contract, and associated resolution, between Hays County and McCreary Veselka Bragg & Allen (MVBA) for Delinquent Justice Court Fines and Fees Collection Services, pursuant to RFP 2024-P01. **BECERRA/HUNT**

Summary:

On April 26, 2024, the Commissioners Court awarded RFP 2024-P01 Delinquent Justice Court Fines and Fees Collection Services to McCreary Veselka Bragg & Allen (MVBA) to provide the Justice Courts' delinquent fine and fee collection services.

Fiscal Impact:

Amount Requested: Fees set in solicitation
Line Item Number: N/A

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposal (RFP) 2024-P01 Delinquent Justice Court Fines and Fees Collection Services

Auditor's Office:

G/L Account Validated Y/N?: N/A
New Revenue Y/N?: N/A
Comments: Delinquent court costs collected are allocated to the GL revenue accounts based on case information.

Attachments

RFP 2024-P01 Public Notice
RFP 2024-P01 Resolution to Approve
(PE) RFP 2024-P01 Contract

PUBLIC NOTICE

In Accordance with Texas Government Code, section 2254.1036(a)(1), the County of Hays, Texas, provides the following written notice to the public in connection with the above agenda item:

1. The County of Hays, Texas, is pursuing the legal services of McCreary, Veselka, Bragg, and Allen, P.C., a delinquent fines and fees collection law firm, to collect delinquent fines and fees owed to the justice courts of Hays County, Texas. The desired outcome of the legal services would be for the County of Hays, Texas, to collect the delinquent fines and fees that its justice court is owed in as short a time period as possible.
2. McCreary, Veselka, Bragg, and Allen, P.C. has been competently collecting delinquent fines and fees for over twenty years and currently represents hundreds of Texas cities and counties in the collection of delinquent fines and fees. It is a competent, qualified, and experienced delinquent fines and fees collection law firm.
3. The legal services desired by the County of Hays, Texas, which are the subject of the contract, cannot be adequately performed by the attorneys and supporting personnel of the County of Hays, Texas.
4. The legal services desired by the County of Hays, Texas, that are the subject of the contract cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency because the County of Hays, Texas does not have funds in its budget to pay the estimated hourly fees and other costs incurred to implement an effective delinquent fines and fees collection program under a contract providing only for the payment of hourly fees and costs. Texas Code of Criminal Procedure, Art. 103.0031 allows a county to recover a penalty to defray the costs of collecting delinquent fines and fees only if the county has entered into a contract with a private attorney or public or private vendor pursuant to the Code of Criminal Procedure, Art. 103.0031.
5. To defray the cost of collecting delinquent fines and fees as provided by Texas Code of Criminal Procedure, Art. 103.0031, to save money and ensure that the collection of delinquent fines and fees is diligently pursued for the County of Hays, Texas, a contingent fee contract with McCreary, Veselka, Bragg, and Allen, P.C. is in the best interests of the residents of the County of Hays, Texas.

**RESOLUTION TO APPROVE
CONTRACT FOR THE COLLECTION OF DELINQUENT JUSTICE COURT FINES AND
FEES BETWEEN THE COUNTY OF HAYS, TEXAS, AND MCCREARY, VESELKA, BRAGG,
AND ALLEN, P.C.**

WHEREAS, the Texas Code of Criminal Procedure, Art. 103.0031 provides that a justice court may contract with a law firm for the collection of delinquent justice court fines and fees and,

WHEREAS, there is a substantial need for the County of Hays, Texas, to obtain the legal services of a delinquent fines and fees collection law firm and,

WHEREAS, the legal services of a delinquent fines and fees collection law firm cannot be adequately performed by the attorneys and supporting personnel of the County of Hays, Texas; and,

WHEREAS, the legal services of a delinquent fines and fees collection firm cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter because the County of Hays, Texas does not have funds in its budget to pay the estimated hourly fees and other costs incurred to implement an effective delinquent fines and fees collection program under a contract providing only for the payment of hourly fees and costs; and,

WHEREAS, the Commissioner's Court of the County of Hays, Texas, has determined that it is in the public interest to enter into the proposed Contract for the Collection of Delinquent Justice Court Fines and Fees Between the County of Hays, Texas, and McCreary, Veselka, Bragg and Allen, P.C.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HAYS, TEXAS, THAT:

The proposed Contract for the Collection of Delinquent Justice Court Fines and Fees Between the County of Hays, Texas, and McCreary, Veselka, Bragg, and Allen, P.C. is hereby approved; the Executive Officer is authorized to execute the same on behalf of the County of Hays, Texas.

THIS RESOLUTION WAS PASSED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HAYS, TEXAS ON THE _____ DAY OF _____ 2024.

Hays County Judge, Ruben Becerra

ATTEST:

Elaine H. Cardenas, Hays County Clerk

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

CONTRACT FOR JUSTICE COURTS FINES AND FEES COLLECTION SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT FOR JUSTICE COURTS FINE AND FEES COLLECTION SERVICES (hereinafter “Contract”) is made and entered into by and between **THE COUNTY OF HAYS, TEXAS (The County)**, acting herein by and through its Commissioners Court, and **McCREARY, VESELKA, BRAGG & ALLEN, P.C. (The Firm)**, 700 Jeffrey Way, Suite 100, P.O. Box 1269, Round Rock, Texas 78680.

I.

**DELINQUENT JUSTICE COURT FINES AND
FEES COLLECTION SERVICES**

The County agrees to employ and does hereby employ The Firm to enforce by suit or otherwise the enforcement of the collection of delinquent Justice Court debt and accounts receivable, including fines, fees, court costs, forfeited bonds, restitution, and other amounts in accordance with Article 103.0031 of the Texas Code of Criminal Procedure (hereinafter referred to in this agreement as “Fines and Fees”) due to The County pursuant to RFP 2024-P01 and the awarded proposal submitted by McCreary, Veselka, Bragg & Allen, P.C., which is attached hereto and incorporated herein as *Exhibit “A”*.

II.

For purposes of this Contract, all Fines and Fees shall be referred to The Firm when determined to be delinquent, as provided in Article 103.0031 of the Texas Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, The County will provide The Firm with copies of, or access to, the information and documentation necessary to collect the delinquent fines and fees that are subject to this Contract. The County shall furnish the information to The Firm by electronic transmission or magnetic medium whenever feasible. The County shall be responsible for the receipt of the payment of all Fines and Fees collected pursuant to this Contract, whether received directly from the defendant or from The Firm.

III.

The Firm shall forward all cashier checks or money order payments made payable to The County and any correspondence from defendants directly to the County. Cashier checks or money order payments made payable to The Firm will be deposited daily into the MVBA Trust Account. The Firm may also collect the amount due from the defendant by credit card or electronic draft, which is deposited directly into the MVBA Trust Account. The Firm shall remit to the individual Justice Courts all payments in full received into the MVBA Trust Account, at least twice a month, along with an invoice detailing the docket number, name of defendant, the amount paid to The Firm or Court, The Firm fee percentage and fees earned for each case.

IV.

The Firm shall indemnify and hold The County harmless from and against all liabilities, losses, and/or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of The Firm's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of The County, its officers, agents, employees, or Contractors. And furthermore, in the event of joint and/or shared negligence or fault of The County and The Firm, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

The Firm agrees to make progress reports to The County on request regarding delinquent Justice Court Fines and Fees collection.

VI.

COMPENSATION DELINQUENT JUSTICE COURT FINES AND FEES COLLECTION SERVICES

The County agrees to pay The Firm for delinquent Justice Court fines and fees collection services as compensation for the professional services rendered the following fees:

1. For those Fines and Fees imposed against adjudicated offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the court on those cases in which the data files are transmitted to MVBA.
2. For those Fines and Fees imposed against adjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by The County, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. The Firm understands all court costs due to the State will be paid first.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs, or fees are discharged through the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the court or pursuant to Section 445.0491 of the Texas Code of Criminal Procedure, no compensation shall be paid to The Firm by The County. No compensation shall be paid in the event: (a) a case is disposed of by acquittal or dismissal; (b) fines, costs, or fees are discharged through the performance of community service; (c) a case results in credit for time served; or (d) there exists a discretionary removal of a collection fee by the court or pursuant to Section 45.0491 of the Texas Code of Criminal Procedure.

All fees provided for in this Contract shall become the property of The Firm at the time payment of fines, fees, penalties, and interest is made to The County. The Firm shall be paid monthly.

VII.

TERM

The term of this Contract shall commence on August 1, 2024, and end on July 31, 2025. The County shall have the option exercisable at any time that this Contract is in force to renew and extend this Contract on its identical terms for four additional one-year terms beginning on August 1, 2025, and ending on July 31, 2029.

In the event that The County terminates this Contract, The Firm shall be entitled to continue its collection activity on all accounts previously referred to The Firm for six (6) months from the date of receipt of a Notice to Terminate and to payment of its fee, pursuant to Paragraph V of this Contract for all amounts collected on accounts referred to The Firm. The County may, at its discretion, refer additional accounts to The Firm after The Firm has received a Notice of Termination. At the end of the six (6) month period, all accounts shall be returned to The County by The Firm.

The Firm hereby accepts said employment and undertakes the performance of this Contract as written above.

VIII.

VERIFICATIONS

The Firm acknowledges that the Texas Government Code requires certain written verifications from a company entering into a Contract with a Texas governmental entity. Accordingly, The Firm verifies that:

- A. The Firm does not boycott Israel and will not boycott Israel during the term of this Contract;
- B. The Firm does not boycott energy companies and will not boycott energy companies during the term of this Contract;
- C. The Firm does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association and will not discriminate against a firearm entity or firearm trade association during this Contract;
- D. The Firm does not engage in business with Iran, Sudan, or any foreign terrorist organization designated as such by the United States Secretary of State and will not engage in business with any such entity, Iran, or Sudan during the term of this Contract, and furthermore;
- E. The Firm is not listed by the Texas Comptroller as a company known to have Contracts with or provide services to a foreign terrorist organization.

IX.

NOTICES

For purposes of sending notice under the terms of this Contract, all notices from The County shall be sent to The Firm by Certified United States mail, McCreary, Veselka, Bragg & Allen, P.C., 700 Jeffrey Way, Suite 100, Round Rock, Texas 78680, or delivered by hand or by courier. All notices to The County shall be sent certified United States mail or delivered by hand or courier to the following:

County of Hays

Attention: County Judge

111 E. San Antonio Street, Ste. 300

San Marcos, TX 78666

Phone: (512) 393-2205

WITH COPY TO:

Hays County District Attorney – Civil Division

111 E. San Antonio Street, Ste. 202

San Marcos, TX 78666

Phone: (512) 393-2219

Hays County Purchasing Office

Attn: Purchasing Agent

712 S. Stagecoach Trail, Ste. 1012

San Marcos, TX 78666

Phone: (512) 393-2267

X.

The Contract is executed on behalf of The County by The County Judge who is authorized to execute this instrument by resolution heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto this the 30th day of July 2024.

HAYS COUNTY, TEXAS

By: _____
Hon. Ruben Becerra, Hays County Judge

McCREARY, VESELKA, BRAGG & ALLEN, P.C.
Attorneys at Law
700 Jeffrey Way, Suite 100
P.O. Box 1269
Round Rock, Texas 78680

By: _____
Tacie Zelhart, Project Attorney

ATTEST

By: _____
Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Stephanie Hunt

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the execution of a contingent fee contract, and associated resolution, between Hays County and Linebarger Goggan Blair & Sampson, LLP for Delinquent District and County Court Fines and Fees collection Services, pursuant to RFP 2024-P05. **BECERRA/HUNT**

Summary:

On June 18, 2024, the Commissioners Court awarded RFP 2024-P05 Delinquent District and County Court Fines and Fees Collection Services to Linebarger Goggan Blair & Sampson, LLP to provide delinquent district and county court fines and fees collection services.

Fiscal Impact:

Amount Requested: Fees set in solicitation
Line Item Number: N/A

Budget Office:

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

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes
Comments: Request for Proposal (RFP) 2024-P05 Delinquent District and County Court Fines and Fees Collection Services

Auditor's Office

G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments: Delinquent court costs collected are allocated to the GL revenue accounts based on case information.

Attachments

(PE) RFP 2024-P05 Contract
RFP 2024-P05 Public Notice
RFP 2024-P05 Resolution to Approve

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

CONTRACT FOR DELINQUENT DISTRICT AND COUNTY COURT FINES AND FEES COLLECTION SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT FOR DELINQUENT DISTRICT AND COUNTY COURT FINE AND FEES COLLECTION SERVICES (hereinafter "Contract") is made and entered into by and between **THE COUNTY OF HAYS, TEXAS (The County)**, acting herein by and through its Commissioners Court, and **LINEBARGER GOGGAN BLAIR & SAMPSON, LLP (The Firm)**, Terrace 2, 2700 Via Fortuna Drive, Ste. 500, Austin, TX 78746.

I.

DELINQUENT DISTRICT AND COUNTY COURT FINES AND FEES COLLECTION SERVICES

The County agrees to employ and does hereby employ The Firm to enforce by suit or otherwise the enforcement of the collection of delinquent District and County Court debt and accounts receivable, including fines, fees, court costs, forfeited bonds, restitution, and other amounts in accordance with Article 103.0031 of the Texas Code of Criminal Procedure (hereinafter referred to in this agreement as "Fines and Fees") due to The County pursuant to RFP 2024-P05 and the awarded proposal submitted by Linebarger Goggan Blair & Sampson LLP, which is attached hereto and incorporated herein as *Exhibit "A"*.

II.

For purposes of this Contract, all Fines and Fees shall be referred to The Firm when determined to be delinquent, as provided in Article 103.0031 of the Texas Code of Criminal Procedure. At least once each month on a date or dates agreed upon by the parties, The County will provide The Firm with copies of, or access to, the information and documentation necessary to collect the delinquent fines and fees that are subject to this Contract. The County shall furnish the information to The Firm by electronic transmission or magnetic medium whenever feasible. The County shall be responsible for the receipt of the payment of all Fines and Fees collected pursuant to this Contract, whether received directly from the defendant or from The Firm.

III.

The Firm shall forward all cashier checks or money order payments made payable to The County and any correspondence from defendants directly to the County. Cashier checks or money order payments made payable to The Firm will be deposited daily into the LINEBARGER Trust Account. The Firm may also collect the amount due from the defendant by credit card or electronic draft, which is deposited directly into the LINEBARGER Trust Account. The Firm shall remit to the District and County Court all payments in full received into the LINEBARGER Trust Account, at least twice a month, along with an invoice detailing the docket number, name of defendant, the amount paid to The Firm or Court, The Firm fee percentage and fees earned for each case.

IV.

The Firm shall indemnify and hold The County harmless from and against all liabilities, losses, and/or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of The Firm's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of The County, its officers, agents, employees, or Contractors. And furthermore, in the event of joint and/or shared negligence or fault of The County and The Firm, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

The Firm agrees to make progress reports to The County on request regarding delinquent District and County Court Fines and Fees collection.

VI.

COMPENSATION

**DELINQUENT DISTRICT AND COUNTY
COURT FINES AND FEES COLLECTION
SERVICES**

The County agrees to pay The Firm for delinquent District and County Court fines and fees collection services as compensation for the professional services rendered the following fees:

1. For those Fines and Fees imposed against unadjudicated offenses that occurred before June 18, 2003, a fee of zero percent (0%) of the amount collected by the court on those cases in which the data files are transmitted to The Firm.
2. For those Fines and Fees imposed against unadjudicated offenses that occurred on or after June 18, 2003, and for adjudicated offenses regardless of the date of occurrence, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by The County, as provided by Article 103.0031 of the Texas Code of Criminal Procedure. The Firm understands all court costs due to the State will be paid first.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs, or fees are discharged through the performance of community service, credit for jail time served, the discretionary removal of a collection fee by the court or pursuant to Section 445.0491 of the Texas Code of Criminal Procedure, no compensation shall be paid to The Firm by The County. No compensation shall be paid in the event: (a) a case is disposed of by acquittal or dismissal; (b) fines, costs, or fees are discharged through the performance of community service; (c) a case results in credit for time served; or (d) there exists a discretionary removal of a collection fee by the court or pursuant to Section 45.0491 of the Texas Code of Criminal Procedure.

All fees provided for in this Contract shall become the property of The Firm at the time payment of fines, fees, penalties, and interest is made to The County. The Firm shall be paid monthly.

VII.

TERM

The term of this Contract shall commence on August 1, 2024, and end on July 31, 2025. The County shall have the option exercisable at any time that this Contract is in force to renew and extend this Contract on its identical terms for four additional one-year terms beginning on August 1, 2025, and ending on July 31, 2029.

In the event that The County terminates this Contract, The Firm shall be entitled to continue its collection activity on all accounts previously referred to The Firm for six (6) months from the date of receipt of a Notice to Terminate and to payment of its fee, pursuant to Paragraph V of this Contract for all amounts collected on accounts referred to The Firm. The County may, at its discretion, refer additional accounts to The Firm after The Firm has received a Notice of Termination. At the end of the six (6) month period, all accounts shall be returned to The County by The Firm.

The Firm hereby accepts said employment and undertakes the performance of this Contract as written above.

VIII.

VERIFICATIONS

The Firm acknowledges that the Texas Government Code requires certain written verifications from a company entering into a Contract with a Texas governmental entity. Accordingly, The Firm verifies that:

- A. The Firm does not boycott Israel and will not boycott Israel during the term of this Contract;
- B. The Firm does not boycott energy companies and will not boycott energy companies during the term of this Contract;
- C. The Firm does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or a firearm trade association and will not discriminate against a firearm entity or firearm trade association during this Contract;
- D. The Firm does not engage in business with Iran, Sudan, or any foreign terrorist organization designated as such by the United States Secretary of State and will not engage in business with any such entity, Iran, or Sudan during the term of this Contract, and furthermore;
- E. The Firm is not listed by the Texas Comptroller as a company known to have Contracts with or provide services to a foreign terrorist organization.

IX.

NOTICES

For purposes of sending notice under the terms of this Contract, all notices from The County shall be sent to The Firm by Certified United States mail, LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, Terrace 2, 2700 Via Fortuna Drive, Ste. 500, Austin, TX 78746., or delivered by hand or by courier. All notices to The County shall be sent certified United States mail or delivered by hand or courier to the following:

County of Hays
Attention: County Judge
111 E. San Antonio Street, Ste. 300
San Marcos, TX 78666
Phone: (512) 393-2205

WITH COPY TO:

Hays County District Attorney – Civil Division
111 E. San Antonio Street, Ste. 202
San Marcos, TX 78666
Phone: (512) 393-2219

Hays County Purchasing Office
Attn: Purchasing Agent
712 S. Stagecoach Trail, Ste. 1012
San Marcos, TX 78666
Phone: (512) 393-2267

X.

The Contract is executed on behalf of The County by The County Judge who is authorized to execute this instrument by resolution heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto this the 30th day of July 2024.

HAYS COUNTY, TEXAS

LINEBARGER GOGGAN BLAIR & SAMPSON LLP

By: _____
Ruben Becerra, Hays County Judge

By:  _____
Douglas Steven Bird, Capital Partner

ATTEST

By: _____
Elaine H. Cardenas
Hays County Clerk

PUBLIC NOTICE

In Accordance with Texas Government Code, section 2254.1036(a)(1), the County of Hays, Texas, provides the following written notice to the public in connection with the above agenda item:

1. The County of Hays, Texas, is pursuing the legal services of Linebarger Goggan Blair & Sampson, LLP, a delinquent fines and fees collection law firm, to collect delinquent fines and fees owed to the district and county courts of Hays County, Texas. The desired outcome of the legal services would be for the County of Hays, Texas, to collect the delinquent fines and fees that its district and county court is owed in as short a time period as possible.
2. Linebarger Goggan Blair & Sampson, LLP has been competently collecting delinquent fines and fees for nearly five decades and currently represents hundreds of Texas cities and counties in the collection of delinquent fines and fees. It is a competent, qualified, and experienced delinquent fines and fees collection law firm.
3. The legal services desired by the County of Hays, Texas, which are the subject of the contract, cannot be adequately performed by the attorneys and supporting personnel of the County of Hays, Texas.
4. The legal services desired by the County of Hays, Texas, that are the subject of the contract cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency because the County of Hays, Texas does not have funds in its budget to pay the estimated hourly fees and other costs incurred to implement an effective delinquent fines and fees collection program under a contract providing only for the payment of hourly fees and costs. Texas Code of Criminal Procedure, Art. 103.0031 allows a county to recover a penalty to defray the costs of collecting delinquent fines and fees only if the county has entered into a contract with a private attorney or public or private vendor pursuant to the Code of Criminal Procedure, Art. 103.0031.
5. To defray the cost of collecting delinquent fines and fees as provided by Texas Code of Criminal Procedure, Art. 103.0031, to save money and ensure that the collection of delinquent fines and fees is diligently pursued for the County of Hays, Texas, a contingent fee contract with Linebarger Goggan Blair & Sampson, LLP is in the best interests of the residents of the County of Hays, Texas.

**RESOLUTION TO APPROVE
CONTRACT FOR THE COLLECTION OF DELINQUENT DISTRICT AND COUNTY COURT
FINES AND FEES BETWEEN THE COUNTY OF HAYS, TEXAS, AND LINEBARGER
GOGGAN BLAIR & SAMPSON, LLP**

WHEREAS, the Texas Code of Criminal Procedure, Art. 103.0031 provides that a district and county court may contract with a law firm for the collection of delinquent district and county court fines and fees and,

WHEREAS, there is a substantial need for the County of Hays, Texas, to obtain the legal services of a delinquent fines and fees collection law firm and,

WHEREAS, the legal services of a delinquent fines and fees collection law firm cannot be adequately performed by the attorneys and supporting personnel of the County of Hays, Texas; and,

WHEREAS, the legal services of a delinquent fines and fees collection firm cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter because the County of Hays, Texas does not have funds in its budget to pay the estimated hourly fees and other costs incurred to implement an effective delinquent fines and fees collection program under a contract providing only for the payment of hourly fees and costs; and,

WHEREAS, the Commissioner's Court of the County of Hays, Texas, has determined that it is in the public interest to enter into the proposed Contract for the Collection of Delinquent District and County Court Fines and Fees Between the County of Hays, Texas, and Linebarger Goggan Blair & Sampson, LLP.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HAYS, TEXAS, THAT:

The proposed Contract for the Collection of Delinquent District and County Court Fines and Fees Between the County of Hays, Texas, and Linebarger Goggan Blair & Sampson, LLP is hereby approved; the Executive Officer is authorized to execute the same on behalf of the County of Hays, Texas.

THIS RESOLUTION WAS PASSED BY THE COMMISSIONER'S COURT OF THE COUNTY OF HAYS, TEXAS ON THE _____ DAY OF _____ 2024.

Hays County Judge, Ruben Becerra

ATTEST:

Elaine H. Cardenas, Hays County Clerk



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Elaine Brown

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute contract amendments to the County Court at Law Mental Health Specialty Court Program contracts with C. Nichole Mueller-McMorris, LCSW; Lisa Hinson, LCDC; Moonstone Counseling, PLLC; Horton House 501c3; Hiatus Wellness; and Evoke Wellness. COHEN/INGALSBE/BROWN

Summary:

On April 28, 2023, the Commissioner Court executed contracts with the following vendors for the County Court at Law Mental Health Specialty Court Program services. The County Court at Law Mental Health Specialty Court Program is requesting contract amendments to adjust the not-to-exceed amounts and the contract end dates of the contracts. These contract adjustments will allow the MHC to more effectively address the court participants' needs.

CONTRACTOR	CURRENT CONTRACT VALUE	INCR / (DCR)	REVISED CONTRACT VALUE	
C. Nichole Mueller-McMorris, LCSW	\$ 15,000	\$ (3,440)	\$ 11,560	New expiration 9/30/24
Lisa Hinson, LCDC	\$ 15,000	\$ (5,000)	\$ 10,000	New expiration 9/30/24
Moonstone Counseling, PLLC	\$ 30,000	\$ (25,000)	\$ 5,000	New expiration 9/30/24
Horton House, 501C3	\$ 44,940	\$ (23,483)	\$ 21,457	New expiration 9/30/24
Hiatus Wellness, LLC	\$ 30,000	\$ (18,440)	\$ 11,560	New expiration 9/30/24
Evoke Wellness Texas	\$ 45,000	\$ -	\$ 45,000	New expiration 9/30/24
	\$ 179,940		\$ 104,577	

Fiscal Impact:

Amount Requested: None (-75,363 decrease)

Line Item Number: 011-763-99-161.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code Chapter 2254, Professional Services

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

- Amendment 1 - Hiatus Wellness LLC
- Amendment 1 - Moonstone Counseling
- Amendment 1 - C. Nichole Mueller-McMorris
- (PE) Amendment 1 - Lisa Hinson, LCDC
- (PE) Horton House 501c3
- Amendment 1 - Evoke Wellness

FIRST AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND HIATUS WELLNESS, LLC

1. This 1st Amendment to the Contract executed on or about March 28th, 2023 (“Amendment”) is made the 30th day of July 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as “County”), and **HIATUS WELLNESS, LLC** (herein referred to as “Contractor”) and effective March 29, 2024. The above cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

2. Changes in Contract:
 - PAYMENT FOR BEHAVIORAL HEALTH SERVICES:
 - Remove: 2. Payments will not exceed \$30,000 during the contract period.
 - Add: 2. Payments will not exceed \$11,560 during the contract period.
 - TERM OF THE AGREEMENT
 - Remove: The period of performance of this agreement shall be from March 28th, 2023, until March 28th, 2024, and shall renew automatically for one-year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.
 - Add: The period of performance of this agreement shall be from March 28th, 2023, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.

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

HAYS COUNTY, TEXAS

HIATUS WELLNESS, LLC

By: _____

By: _____

Printed Name: Ruben Becerra

Printed Name: _____

Title: Hays County Judge

Title: _____

Dated: _____

Dated: _____

ATTEST: _____

Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND MOONSTONE COUNSELING, PLLC

1. This 1st Amendment to the Contract executed on or about March 28th, 2023 (“Amendment”) is made the 30th day of July 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as “County”), and **MOONSTONE COUNSELING, PLLC** (herein referred to as “Contractor”) and is effective March 29, 2024. The above cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

2. Changes in Contract:
 - PAYMENT FOR BEHAVIORAL HEALTH SERVICES:
 - Remove: 2. Payments will not exceed \$30,000 during the contract period.
 - Add: 2. Payments will not exceed \$5,000 during the contract period.
 - TERM OF THE AGREEMENT
 - Remove: The period of performance of this agreement shall be from March 28th, 2023, until March 28th, 2024, and shall renew automatically for one-year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.
 - Add: The period of performance of this agreement shall be from March 28th, 2023, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.

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

HAYS COUNTY, TEXAS

MOONSTONE COUNSELING, PLLC

By: _____

By: _____

Printed Name: Ruben Becerra

Printed Name: _____

Title: Hays County Judge

Title: _____

Dated: _____

Dated: _____

ATTEST: _____

Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE CONTRACT

BETWEEN HAYS COUNTY AND C. NICHOLE MUELLER-MCMORRIS, LCSW

1. This 1st Amendment to the Contract executed on or about March 20th, 2023 (“Amendment”) is made the 20th day of March 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as “County”), and **C. NICHOLE MUELLER-MCMORRIS, LCSW** (herein referred to as “Contractor”). The above cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

2. Changes in Contract:
 - **PAYMENT FOR BEHAVIORAL HEALTH SERVICES:**
 - Remove: 2. Payments will not exceed \$15,000 during the contract period.
 - Add: 2. Payments will not exceed \$11,560 during the contract period.

 - **TERM OF THE AGREEMENT**
 - Remove: The period of performance of this agreement shall be from March 20th, 2023, until March 20th, 2024, and shall renew automatically for one-year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.
 - Add: The period of performance of this agreement shall be from March 20th, 2023, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: _____

**C. NICHOLE MUELLER-MCMORRIS,
LCSW**

By: *Nichole Mueller-McMorris*

Printed Name: Nichole Mueller-McMorris

Title: LCSW

Dated: 7-25-24

ATTEST: _____

Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMENT TO THE CONTRACT
BETWEEN HAYS COUNTY AND LISA HINSON, LCDC

1. This 1st Amendment to the Contract executed on or about March 28th, 2023 ("Amendment") is made the 28th day of March 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as "County"), and **LISA HINSON, LCDC** (herein referred to as "Contractor"). The above cited parties are collectively referred to as "the parties to this Contract" or "the parties."

2. Changes in Contract:
 - **PAYMENT FOR BEHAVIORAL HEALTH SERVICES:**
 - Remove: 2. Payments will not exceed \$15,000 during the contract period.
 - Add: 2. Payments will not exceed \$10,000 during the contract period.
 - **TERM OF THE AGREEMENT**
 - Remove: The period of performance of this agreement shall be from March 28th, 2023, until March 28th, 2024, and shall renew automatically for one-year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.
 - Add: The period of performance of this agreement shall be from March 28th, 2023, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.

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

HAYS COUNTY, TEXAS

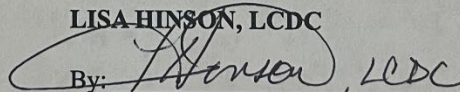
By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: _____

LISA HINSON, LCDC

By: , LCDC

Printed Name: Lisa Hinson

Title: LCDC

Dated: 7/24/24

ATTEST: _____

Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMNET TO THE CONTRACT
BETWEEN HAYS COUNTY AND HORTON HOUSE 501c3

1. This 1st Amendment to the Contract executed on or about March 28th, 2023 (“Amendment”) is made the 1st day of January 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as “County”), and **HORTON HOUSE, 501c3** (herein referred to as “Contractor”). The above cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

2. Changes in Contract:
 - **PAYMENT FOR BEHAVIORAL HEALTH SERVICES:**
 - Remove: 2. Payments will not exceed \$44,940 during the contract period.
 - Add: 2. Payments will not exceed \$21,457 during the contract period.
 - **TERM OF THE AGREEMENT**
 - Remove: The period of performance of this agreement shall be from March 28th, 2023, until March 28th, 2024, and shall renew automatically for one-year terms unless either CNMM or MHC gives thirty (30) days or more advance written notice of intent to not renew.
 - Add: The period of performance of this agreement shall be from March 28th, 2023, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.
 - **MONTHLY STAY RATE:**
 - Current Rate: \$535/monthly
 - New Proposed Rate: \$545/monthly (\$10.00 increase)

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

HAYS COUNTY, TEXAS

HORTON HOUSE, 501c3

By: _____

By: Erin Abel

Printed Name: Ruben Becerra

Printed Name: Erin Abel

Title: Hays County Judge

Title: Owner

Dated: _____

Dated: 7/25/2024

ATTEST: _____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

FIRST AMENDMNET TO THE CONTRACT
BETWEEN HAYS COUNTY AND EVOKE WELLNESS

1. This 1st Amendment to the Contract executed on or about January 2nd, 2024 (“Amendment”) is made this 30th day of July 2024, by and between **HAYS COUNTY**, a political subdivision of the State of Texas (herein referred to as “County”) and **EVOKE WELLNESS** (herein referred to as “Contractor”). The above cited parties are collectively referred to as “the parties to this Contract” or “the parties.”

2. Changes in Contract:
 - **TERM OF THE AGREEMENT**
 - Remove: The period of performance of this agreement shall be from January 2nd, 2024, until December 31st, 2024.
 - Add: The period of performance of this agreement shall be from January 2nd, 2024, until September 30th, 2024, and the County shall have the option to extend this contract for an additional one-year term beginning October 1, 2024.

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: _____

EVOKE WELLNESS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____

Elaine H. Cardenas, MBA PhD
Hays County Clerk



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize Amendment No. 1 to the Funding Agreement for Grant Management and Program Management Services with Ardurra Group, Inc. related to the American Rescue Plan Act Program Funding. **SMITH/DORSETT**

Summary:

On February 15, 2022 the Commissioners Court awarded a contract to Ardurra group pursuant to RFP 2021-P07 for Program Management Services related to the ARPA funding Hays County received. Hays County has handled some of the program management, and drafting contracts and amendments and will not require the full amount of services initially intended during the contract negotiations. Therefore, this amendment reduces the total contract award down from \$1,320,000 to \$600,000 and extends the period from December 31, 2024 to December 31, 2026 in order to assist with any final close out requests.

Fiscal Impact:

Amount Requested: None (-\$720k reduction)

Line Item Number: 011-763-99-159.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: De-obligated funds will be utilized to offset ongoing costs of Hays County programs that have been rolled out utilizing ARPA funding.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Request for Proposal (RFP) 2021-P07 Program Management - ARPA Funds

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Ardurra ARPA Amendment No. 1

FIRST AMENDMENT
HAYS COUNTY AGREEMENT FOR GRANT MANAGEMENT
AND PROGRAM MANAGEMENT SERVICES FOR THE
AMERICAN RESCUE PLAN ACT
WITH ARDURRA GROUP INC.

This First Amendment to the Hays County Funding Agreement for Grant Management and Program Management Services (the “Amendment”) is entered into by and between Ardurra Group Inc. (the “Agency”) and Hays County, Texas (the “County”), parties to the Hays County Agreement for Grant Management and Program Management Services executed on or about March 22, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective July 30, 2024.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. Agreement

a. **Section III. The Grant Manager’s Compensation** is amended as follows:

“Likewise, the County shall have no obligation to pay compensation, including reimbursement, in excess of the Not-to-Exceed amount of ~~one million three hundred and twenty thousand dollars \$1,320,000.00 USD~~ six hundred thousand dollars \$600,000 USD(“the Compensation Cap”) without prior approval”

b. **Exhibit A. 4.0 Compensation** is amended as follows:

“Payments to GRANT MANAGER shall be based on unit rates provided in Exhibit “D” – Rate Sheet up to a not to exceed (NTE) amount of ~~\$1,320,000~~ \$600,000”

c. **Exhibit A. 5.0 Time of Performance** is amended as follows:

“In any event, all of the services required and performed hereunder shall be completed no later than December 31, ~~2024~~ 2026 with the option to extend by both parties.”

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

ARDURRA GROUP INC.

HAYS COUNTY, TEXAS

Chris Canonico, Principal

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk

Hays County
Budget Modification Justification

Agency: Ardurra Group Inc

Contract Period: _____

Please provide a narrative justification of all requested changes. Attach all budget forms to the modification.

Decrease in contract to reflect remaining level of effort on the project.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action regarding the Fiscal Year 2025 budget, including a presentation of the Budget Office FY25 Recommended Budget and selection of dates for budget workshops. **BECERRA/DORSETT**

Summary

FY 2025 Recommended Budget documents will be provided in Court.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

BECERRA

Summary

Additional information will be provided during Executive Session.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Executive Session pursuant to Section 551.071 and Section 551.072 of the Texas Government Code: consultation with counsel and deliberation related to the purchase, exchange, or value of real property located within the La Cima subdivision(s). Possible action may follow in open court. **SHELL**

Summary



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Turnersville Road in Pct. 2. Possible discussion and/or action may follow in open court. **COHEN**

Summary

To be provided in Executive Session.



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session Pursuant to Sections 551.071 and 551.087 of the Texas Government Code: Consultation with counsel and deliberation regarding economic development negotiations associated with Project Infinite Loop. Possible discussion and/or action may follow in open court. **BECERRA**

Summary



Hays County Commissioners Court

Date: 07/30/2024

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary
